

# WAIVER AGREEMENT

## Why You're Reading This Document

The purpose of this release and waiver (the "**Waiver**") is to openly communicate the risks of practicing pilates together, either in person or online, and have you release Hustle and Flow Pilates of any liability. Please be aware that if you do not sign this Waiver and agree to its terms, you will not be permitted to participate in any classes.

If you are under the Age of Majority in the State of Virginia (18 years old), your legal guardian must also sign this Waiver on your behalf.

**PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING THIS YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS WAIVER.**

1. **Parties.** We will refer to Hustle and Flow Pilates, LLC, a Limited Liability Company based in the State of Virginia, as "**Hustle and Flow Pilates**", "**us**", "**we**", or "**our**", and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Waiver, as "**you**" or "**your**".
2. **The Activities.** You may participate, in person or online, in pilates and exercise classes, sessions, events, workshops and more with Hustle and Flow Pilates. We offer levels of energetic and fun pilates classes, all of which may involve but are not limited to the following ("**Activities**"):
  - 2.1. Flexibility training in the form of Pilates positions, body weight exercises, use of Pilates equipment for stretching and resistance exercises, strength exercises, mobility, range of motion exercises, breathing exercises, and relaxation exercises.
  - 2.2. The Activities may involve receiving adjustments from instructors, so please advise in advance if you do not want adjustments.
  - 2.3. The Activities also apply to any classes made available for online streaming and participation, both live or recorded, or that take place outside of Hustle and Flow Pilates' facilities, including outdoors. We need you to acknowledge that you are responsible for the safe facilitation of the Activities happening outside of our facilities.
3. **Equipment.** In the course of the Activities, you will use a variety of equipment, which may include but is not limited to: straps, mats, reformer, chair, tower, rings, resistance bands, cadillac, barrels, Gyrotonic pulley towers, Gyrotonic ladder, magic circle, spinal corrector, stability and rotational discs, balance pods, dumbbells, foam rollers, massage balls (the "**Equipment**"). Please do not use any equipment not instructed by Hustle and Flow Pilates.
4. **Inherent Risks.** You understand that participating in the Activities poses inherent risks, some more obvious or more serious than others. These risks can result in serious harm and injuries that could change your quality of life and, in very rare and extreme circumstances, may even result in death.
  - 4.1. Injuries include but are not limited to things like muscle tears, strains, rhabdomyolysis and other musculoskeletal injuries, sprains, fractures, broken bones, cardiovascular complications, high blood pressure, dehydration, dizziness, fainting, and hearing loss.
  - 4.2. Exposure to and contraction of COVID-19 or other communicable diseases passed on via other participants and use of shared space, surfaces, or Equipment.
  - 4.3. Additional risks of Activities for pregnant or post-natal women to the health of your fetus and your body, including but not limited to pregnancy loss, low birth weight, early delivery and postpartum complications.

- 4.4.** Additional risks posed by participating in the Activities online, as there is no in-person supervision or space provided for you, and you will therefore need to ensure the safety of the Activities, using your judgment on how to best practice them, not pushing yourself too far or attempting anything you feel unsure how to perform.
- 4.5.** Other risks posed for Activities performed outdoors, such as tripping or collision with human or natural elements, sun exposure, dehydration, insects, exposure to infections, diseases, pollutants and other environmental factors. You understand and agree it is your responsibility to ensure a safe space and environment to perform the Activities.
- 5. Affirmation of Health.** By participating in any Activities with Hustle and Flow Pilates, you affirm that you have sought medical advice regarding your fitness or are certain of your ability to practice pilates. If you have any pre-existing medical conditions (e.g. asthma, diabetes, heart disease), physical injuries, weakness, are pregnant, post-natal or post-surgery, you should consult with your doctor first before engaging in the Activities. Please communicate and inform us IMMEDIATELY if at any point you do not feel well during the Activities.
- 6. COVID-19 & Infectious Disease.** If at any point within 14 days prior to participating in any of the Activities, you have suffered from symptoms of a communicable disease (including but not limited to fever, chills, cough, shortness of breath, or sore throat), been in close contact with someone with a known or suspected case or in a hot spot area, or else are uncertain of your health or risk of transmission, you agree not to join or participate in the Activities and you should consult with your doctor. You agree to comply with all measures and policies implemented by Hustle and Flow Pilates and applicable public health guidelines as updated, including but not limited to wearing masks, personal hygiene and social distancing, allowing your temperature to be checked, and the possibility of providing proof of vaccination.
- 6.1. Consent to Cooperate with Contact Tracing.** You understand and agree that Hustle and Flow Pilates may disclose your personal information to the relevant authorities as required by law and policies related to the containment of COVID-19 through contact tracing or for other lawful purposes.
- 7. Voluntary Assumption of Risk.** You have read this Waiver and understand the risks of participating in the Activities with Hustle and Flow Pilates. Your signature below, electronic signature or clicking 'I Agree', and your participation in the Activities with Hustle and Flow Pilates illustrates your voluntary engagement and assumption of the risks of the Activities.
- 8. Release, Waiver and Indemnity.** You hereby release, hold harmless, indemnify and waive any claims against Hustle and Flow Pilates, LLC, its members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the **"Released Parties"**) from any liability and damages arising from death or personal injuries, including the contraction of COVID-19 or other communicable diseases or related to premises liability, however caused including as a result of Hustle and Flow Pilates's negligence, during your participation in the Activities with Hustle and Flow Pilates. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Activities. You agree that this provision applies to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.
- 9. Media Release.** We think you're awesome and want to show you off! By participating in the Activities at Hustle and Flow Pilates, you agree to grant us the irrevocable right to use your image, likeness, photos, video content, and audio recordings captured of you during the Activities or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to such use. Please let us know if you ever want us to stop using an image of you.
- 10. Continued Agreement.** Agreement to this Waiver will act as your continued agreement to all ensuing Activities, classes, session, events, workshops, and more, whether in person, online, or via video conferencing tool.
- 11. Valuables.** You agree that we are not responsible for the loss or damage of any personal property you bring or leave with Hustle and Flow Pilates.

**12. General Legal Provisions. Choice of Laws and Venue.** This Waiver will be governed exclusively by the laws of the State of Virginia. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Virginia. **Severability.** If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. **Headings.** The headings used in this Waiver are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Online Agreement.** We agree that this Waiver may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as signing by hand and the intention of which is that both parties desire to be bound by all the terms of this Waiver.

You agree that you have read this Waiver and fully understand its contents and voluntarily agree to be bound to all of its terms.

Printed name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of parent or guardian if the participant is a minor \_\_\_\_\_

Thank you for communicating honestly with us. We look forward to welcoming you at Hustle and Flow Pilates!

# SERVICE AGREEMENT

**Welcome!**

The following Service Agreement (the “**Agreement**”) will clearly communicate our expectations in working together. Please raise any questions you have before signing to make sure we are all on the same page moving forward. Let’s do this!

In exchange for agreeing to work together with Hustle and Flow Pilates, you agree to be bound by the following conditions.

**Contractual Terms**

- 1. **Parties.** This Agreement is made between Hustle and Flow Pilates, LLC, a Limited Liability Company operating in the State of Virginia (“**Hustle and Flow Pilates**”, “**we**”, “**us**”, and “**our**”) and you, the undersigned (electronically or by hand) or person who has clicked “I Agree” to this Agreement (“**you**” and “**your**”).
  
- 2. **Our Commitment to You.** We promise to provide you with Pilates instruction, as outlined in Schedule “A” Services (the “**Services**”). In order to provide the best possible experience, we will also do the following:
  - 2.1. We will provide, to the best of our abilities, Pilates and fitness instruction to help you reach your health and fitness goals.
  
  - 2.2. We strive to do so in a lively and inclusive environment so that everyone has fun and feels safe.
  
  - 2.3. We are committed to helping you enjoy movement, to better your physical and mental health.
  
- 3. **What We Expect of You.** Just as you are investing in us, we are also investing time and energy in you. For you to gain the most from the Services, here is what we expect of you:
  - 3.1. **Time Integrity.** Let’s honor our time. Time integrity and keeping your word is important. Please arrive on time, honor the length of the Services and the cancellation policy detailed in section 6 below.
  
  - 3.2. **Ownership.** You are responsible for your own physical, mental and emotional well-being and actions during the course of the Services.
  
  - 3.3. **Commitment.** We expect you to be committed to the Services and that you will do things to help you improve your own body.
  
  - 3.4. **Your Well-Being.** We expect you to be upfront and honest about how your body works, what pains you have and any medical history that could affect your engagement with the Services. You will be required to provide written documentation of clearance from your medical provider regarding any outstanding medical conditions.
  
  - 3.5. **Respect.** You are expected to be respectful of all members of the Hustle and Flow Pilates community, including any staff and other clients. Please feel free to address Hustle and Flow Pilates with any questions or concerns.
  
- 4. **Term and Termination.** The term of this Agreement will begin on the date of execution by both parties and will continue for the duration of the Services as agreed upon between you and Hustle and Flow Pilates (the “**Term**”).

- 4.1. The Agreement may be terminated by either party at any time by providing 30 days advance written notice to the other party via email. However, if you terminate the Agreement before the Term is complete, you will be obligated to make all payments as outlined in Schedule "A" Services.
- 4.2. Hustle and Flow Pilates reserves the right to terminate this Agreement immediately if you violate any of the expectations outlined in section 3 above and you will not be entitled to any refunds or any continued working relationship with Hustle and Flow Pilates.
5. **Payment.** Payment details and cost for the Services are outlined in Schedule "A" Services.
6. **Cancellations and Refunds.** Integrity and keeping your word are the cornerstones of all success. With that in mind, this is how we've drafted our cancellation and refund policy:
  - 6.1. **Refunds.** All sales are final. The Services are non-refundable.
  - 6.2. **Cancellation & Reschedule Policy.** Please see Schedule "A" Services for our full cancellation policies.
7. **COVID-19 Procedures.** You affirm that you are either vaccinated against SARS-CoV-2 or will wear appropriate personal protective equipment.
  - 7.1. If you are fully vaccinated against SARS-CoV-2 you will not be required to wear personal protective equipment, such as masks, during the Services. Hustle and Flow Pilates may ask you for proof of documentation to confirm this. Please note, you may be required to wear a mask even if you are fully vaccinated if government regulations and mandates require.
  - 7.2. If you are not vaccinated, you are required to wear personal protective equipment for the duration of the Services and while at Hustle and Flow Pilates's facilities.
8. **No Guarantees.** Hustle and Flow Pilates cannot guarantee the success of the Services. We promise to provide you with the opportunity and Services to support you and see you grow, but the success of the Services ultimately depends on you. As such, no guarantees can be made for any particular outcome from our Services.
9. **Ownership of Materials.** All the content that we have provided to you, including but not limited to videos, documents and PDFs, are for your use only and are not to be re-distributed or re-used.
10. **Media Release.** We think you're awesome and want to show you off! By participating in the Services at Hustle and Flow Pilates, you agree to grant us the irrevocable right to use your image, likeness, photos, video content, audio recordings captured of you on the premises or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to such use. Please let us know if you ever want us to stop using an image of you.
11. **Substitute Services.** Hustle and Flow Pilates has the right to substitute services. This means that if we ever need to switch to online services or asynchronous virtual offerings due to circumstances beyond our control, we have the right to such a substitution for in person classes.
12. **Legal Fees.** You will be responsible for any and all legal fees incurred by Hustle and Flow Pilates regarding any potential chargeback issues (for example, if you want to issue a chargeback or contest a Payment).

- 13. Waiver.** Before the Services can begin, you must sign our Waiver Agreement form. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that we can be absolutely sure you understand and agree to it.
- 14. Force Majeure.** Hustle and Flow Pilates will not be liable for any failure or delay regarding the Services if such failure or delay is: beyond the reasonable control of Hustle and Flow Pilates, could not have been reasonably foreseen or provided against, or due to events such as a pandemic, natural disaster, or other Act of God. In such an event, you will not be entitled to any refunds or recovery.
- 15. Standard Legal Things. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the State of Virginia. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Virginia. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by Hustle and Flow Pilates of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, email will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Counterparts.** This Agreement may be signed by any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having You click "I Agree," the effect of which will be the same as if we signed this Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of this Agreement.

Made it. Excited to do great things!

**AGREED and ACCEPTED**

\_\_\_\_\_  
Signature

Hustle and Flow Pilates, LLC  
Per: Shannon Houck, Owner

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

## SCHEDULE "A" SERVICES

### Private Pilates Sessions

<b>Cost</b>	<u>USD \$60 per session</u>
<b>Details</b>	<u>Prices are subject to change.</u>
<b>Payment</b>	<u>Payments are expected prior to or at the time of the Services.</u>
<b>Cancellation Policy</b>	<u>Please provide at least 24 hours' notice if you have to cancel or reschedule the Services. If you provide less than 24 hours' notice, you will be charged the full cost of the session.</u>

### Semi-Private Pilates Sessions

<b>Cost</b>	<u>USD \$45 per person, per session</u>
<b>Details</b>	<u>Prices are subject to change.</u>
<b>Payment</b>	<u>Payments are expected prior to or at the time of the Services from both participants.</u>
<b>Cancellation Policy</b>	<u>Please provide at least 24 hours' notice if you have to cancel or reschedule the Services. If you provide less than 24 hours' notice, you will be charged the full cost of the session.</u>

### Group Pilates Classes

<b>Cost</b>	<u>USD \$10 per class</u>
<b>Details</b>	<u>Prices are subject to change.</u>
<b>Payment</b>	<u>Payments are expected prior to or at the time of the Services.</u>
<b>Cancellation Policy</b>	<u>Please provide at least two (2) hours' notice if you have to cancel or reschedule the Services. If you provide less than 2 hours' notice, you will be charged the full cost of the class.</u>

Last modified: July 14, 2022

## TERMS AND CONDITIONS, PRIVACY POLICY AND DISCLAIMER

### **Welcome!**

The material appearing on this website <https://hustleandflowpilates.com> (this “**Site**”), is provided as information about Hustle and Flow Pilates’ business, community, and people, and as a platform for online connection. The owner of this Site, Hustle and Flow Pilates and its directors, agents, employees and affiliates assume no responsibility or liability for any consequence resulting directly or indirectly from any action or inaction you take based on the information found on the Site or material linked to this Site.

Any information on this Site is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion. By using this Site, you accept and agree that following and using any information or recommendation provided on this Site is at your own risk.

### **TERMS AND CONDITIONS**

Please read the following carefully! Your access to and use of this Site is subject to legally binding terms and conditions which you accept and agree to by accessing this Site.

The following terms and conditions (“**Terms and Conditions**”) form a binding agreement (this “**Agreement**”) between you and Hustle and Flow Pilates, LLC, a Limited Liability Company operating out of the State of Virginia (“**Hustle and Flow Pilates**”). Hustle and Flow Pilates may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of this Site after any change means you have accepted the changed Terms and Conditions.

1. **Copyright.** All materials created by Hustle and Flow Pilates on the Site are protected by United States copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to Hustle and Flow Pilates.
2. **Links to Third Party Websites.** This Site may contain links to third party websites. All such linked sites, materials and pages are not under the control of Hustle and Flow Pilates and Hustle and Flow Pilates is not responsible for the content contained in any linked website nor for any losses or damages you may incur as a result of the use of any third party website. Hustle and Flow Pilates accepts no liability for any errors or omissions contained in third party websites. These links are provided to improve your use of this Site, enable you to connect with Hustle and Flow Pilates on various platforms, help Hustle and Flow Pilates offer the easiest services for you and conduct transactions.
3. **Use License.** If Hustle and Flow Pilates has materials on the Site which you can download, permission is granted to download copies of the materials for personal, non-commercial viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
  - 3.1. modify or copy the materials;
  - 3.2. use the materials for any commercial purpose or for any public display (commercial or non-commercial);
  - 3.3. transfer the materials to another person or “mirror” the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Hustle and Flow Pilates at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

4. **Refunds.** Our refund policy for any of the services or products sold on the Site is as follows: All sales are final.

5. **Disclaimer.** Our goal is to share information in an informative, open, and honest way. That being said, any information and services provided on or through the Site is for informational and educational purposes only. What we share is the opinion and perspective of Hustle and Flow Pilates. The information and education is not intended or implied to supplement or replace professional advice. Before taking any action, please make sure you consult with a professional.
6. **No Guarantees.** We make **no guarantees** about any particular results or benefits that you'll get from our Site, our products or services. We will do everything to give you the tools to succeed, but we make no guarantees. We cannot be any more clear about this: we make no promises regarding results and make no guarantees whatsoever.
7. **Site Terms of Use Modifications.** Hustle and Flow Pilates may revise these Terms and Conditions for its Site at any time without notice. By continuing to use the Site after Hustle and Flow Pilates modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
8. **Limitation of Liability.** In no event shall Hustle and Flow Pilates or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the Site, even if Hustle and Flow Pilates has been notified orally or in writing of the possibility of such damage.
9. **Choice of Laws and Venue.** The parties agree to irrevocably submit all claims relating to Hustle and Flow Pilates' Site to the exclusive jurisdiction of the courts of the State of Virginia without regard to its conflict of law provisions.
10. **Indemnity.** As a condition of your use of this Site, you indemnify Hustle and Flow Pilates and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.
11. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of Hustle and Flow Pilates linked to these Terms and Conditions or contained on this Site constitute the entire agreement between you and Hustle and Flow Pilates relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by Hustle and Flow Pilates. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by Hustle and Flow Pilates to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.

## PRIVACY POLICY

Hustle and Flow Pilates understands how important your privacy is. This privacy policy (the “**Privacy Policy**”) sets out the privacy policies and practices for Hustle and Flow Pilates, LLC and its subsidiaries and affiliates (collectively, “**Hustle and Flow Pilates**”) with respect to how Hustle and Flow Pilates collects your personal information. It also describes how Hustle and Flow Pilates maintains, uses, and discloses personal information. This Privacy Policy applies to information collected from you by Hustle and Flow Pilates via the Site. This Privacy Policy also sets out how you can access certain information that Hustle and Flow Pilates may collect about you.

In this Privacy Policy, personal information means information about an individual whose identity is apparent or can be reasonably ascertained from the information as further defined under applicable privacy laws (“**Personal Information**”).

Please note that the Site may contain links to other third-party websites that are not controlled or operated by Hustle and Flow Pilates. All of these third parties are listed in section 4.4 of this Agreement. This Privacy Policy does not apply to such third-party websites, and Hustle and Flow Pilates is not responsible for the content of such third-party websites or the privacy practices of such third parties. Hustle and Flow Pilates encourages you to request and review the privacy policies of any third parties upon disclosing your Personal Information to such parties or when visiting such third-party websites.

1. **Consent of Collection of Information.** By submitting Personal Information to Hustle and Flow Pilates and its Site or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting Hustle and Flow Pilates at [hustleandflowpilates@gmail.com](mailto:hustleandflowpilates@gmail.com). You understand that if you withdraw your consent, Hustle and Flow Pilates may not be able to continue to offer its services and provide its information to you.
2. **Children Under 18.** The Site is not intended for children under eighteen (18) years of age. No one under age 18 may provide any Personal Information to or on the Site. Hustle and Flow Pilates does not knowingly collect Personal Information from children under 18. If you are under 18, do not use or provide any information on the Site or through any of its features, register on the Site, make any purchases through the Site, use any of the interactive or public comment features of the Site, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If Hustle and Flow Pilates learns we have collected or received Personal Information from a child under 18 without verification of parental consent, we will delete that information. If you believe Hustle and Flow Pilates might have any information from or about a child under 18, please contact us at [hustleandflowpilates@gmail.com](mailto:hustleandflowpilates@gmail.com).
3. **Revisions to this Privacy Policy.** Hustle and Flow Pilates reserves the right, in Hustle and Flow Pilates’ sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. Hustle and Flow Pilates will treat your continued use of the Site following such revision as your acceptance of the revised terms. All revisions will be posted to the Site and will apply to any Personal Information collected on or after the date posted. Hustle and Flow Pilates will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.
4. **What Personal Information does Hustle and Flow Pilates collect and how is it processed?**
  - 4.1 **What do we collect?** Hustle and Flow Pilates may directly collect your name, address, phone number and email address. There may be other information you provide but that will not be collected by Hustle and Flow Pilates and instead will be collected by the third parties Hustle and Flow Pilates works with as outlined in 4.4.

**4.2 Email.** We may send you a newsletter or other promotional materials through email. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional and you will always be able to unsubscribe.

**4.3 Phone Number.** We may collect your phone number and we may contact you via phone to contact you or if we feel there is information which would be beneficial to share with you. In accordance with everything outlined in this Privacy Policy, if you do not want to be reached by phone, you can ask us not to contact you via phone or you can choose not to share your phone number.

**4.4 Third Parties.** Hustle and Flow Pilates may work with third party applications in order to provide you with the best services on the Site. These organizations may collect Personal Information from you in order to provide you with the services, including your name and contact information. Specifically, the third parties Hustle and Flow Pilates may work with on the Site are listed below. We've included links to their privacy policies to ensure you are comfortable using them.

**4.4.1** Venmo: <https://venmo.com/legal/us-privacy-policy/>

**4.4.2** Wix: <https://www.wix.com/about/privacy>

**4.4.3** Apple Pay: <https://www.apple.com/legal/privacy/data/en/apple-pay/>

**4.4.4** Meta: <https://www.facebook.com/privacy/policy/version/20220104/>

**5. How will Hustle and Flow Pilates use your Personal Information?** Your Personal Information will be used to provide you with promotional and informative materials and offers and deliver the products and services you can purchase or subscribe to from the Site. Specifically:

**5.1.** Your credit card information will not be kept by Hustle and Flow Pilates but instead by one of the third parties listed in section 4.4 above;

**5.2.** Your name and e-mail address are collected but will not actually be stored on the Site. Any information captured will be processed through third party websites in section 4.4 above;

**5.3.** Your phone number may be used to contact you via phone if there is information we would like to share which we feel would benefit you;

**5.4.** If you subscribe to our newsletter your Personal Information will be used to send the newsletter to you;

**5.5.** If we send you the Newsletter for marketing purposes, we will send you emails about promotions, special events and other information. You can opt not to receive these emails from us by either clicking "unsubscribe" at the bottom of the email when you receive it or by sending an email that includes your email address and a request that you not receive our promotional emails;

**5.6.** We may use your Personal Information to respond when you submit a question or suggestion to us, or when you request assistance regarding a service or product you purchased.

**5.7.** We may share your information if we believe in good faith that disclosure of your information is required to protect your safety or the safety of others, to investigate a fraud, or to respond to a government, judicial or other legal request or to comply with the law;

**5.8.** We may also share certain aggregated, anonymized information with a third-party provider in order to assist us in improving the Site.

**6. Storing Your Personal Information.** Hustle and Flow Pilates' web service may store your Personal Information when you interact with the Site. **Hustle and Flow Pilates will be happy to delete any of your Personal Information that it holds upon a written request made by you.** Your Personal Information will be safely disposed of by Hustle and Flow Pilates.

7. **Storing Your Phone Number.** Your phone number will be kept in the phone or contacts database of Hustle and Flow Pilates and associates. Wherever it is stored, it will always be protected with a password and will never be shared with third parties without your permission.
8. **We Play by The Rules.** The Site and Hustle and Flow Pilates abide by all relevant United States federal and State privacy laws in all aspects of our operations. This Privacy Policy is also compliant with GDPR and CCPA regulations. If you have any questions about our legal compliance, feel free to reach out to [hustleandflowpilates@gmail.com](mailto:hustleandflowpilates@gmail.com).
9. **Do Not Track Signals.** Hustle and Flow Pilates currently does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is currently still working on Do Not Track standards and there is no accepted standard on how to respond to such signals.
10. **Analytics.** The Site keeps the following information from your visits to our webpage:
  - 10.1. Visitor information to improve our customer engagement which tells us where and when people visit the Site and how long they stay there; and
  - 10.2. IP information for website and server security.
11. **Cookies.** The Site uses 'cookies' to keep a record of the number of times you've visited the Site and how you interacted with the Site during each visit. In addition to this, the Site also uses cookies which are not absolutely essential for your use of the Site. Your continued use of the Site serves as consent for these cookies.
  - 11.1. A cookie is a small text file that gets sent by the servers of the Site to your hard drive and can only be read and interpreted by the Site's servers. No Personal Information is stored in the cookie and there is nothing on it which can identify you personally.
  - 11.2. Cookies have an important function in how you interact while visiting the Site, ensuring the usability of the Site's different features, helping the Site understand your preferences, and thus can improve your experience on the Site. If you do not want cookies from the Site, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Site and may also render some of the Site's features unusable, but of course it is your choice to do so.
12. **Disclosure of Personal Information.** Hustle and Flow Pilates will NEVER sell or license any Personal Information we collect from you. Hustle and Flow Pilates is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.4 above. By purchasing the services and products offered by Hustle and Flow Pilates, you agree to be bound to and consent to the provisions of our third parties' privacy policies. In the event that Hustle and Flow Pilates changes its practices, you will be notified and you will be able to opt-out of Hustle and Flow Pilates using your Personal Information by contacting us at [hustleandflowpilates@gmail.com](mailto:hustleandflowpilates@gmail.com).
13. **Choice of Laws and Venue.** This Privacy Policy and the use of the Site are governed by the laws of the United States and the State of Virginia. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Virginia. If a dispute arises, we agree to first resolve it through binding arbitration to take place in the State of Virginia.
14. **Your Consent.** By choosing to provide Hustle and Flow Pilates with your Personal Information you are consenting to its collection, use and disclosure in accordance with the principles outlined in this Privacy Policy. **If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian, or as otherwise provided for by applicable law.**
15. **Protecting Your Privacy.** Hustle and Flow Pilates is committed to protecting your privacy. Security measures, such as using passwords on servers and computers, and locked cabinets where Personal Information is stored have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use or modification. Online transactions are completed using third party applications outlined in section 4.4 above. Please

refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. Hustle and Flow Pilates makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of them.

- 16. Verifying your Identity.** Hustle and Flow Pilates will ask you to verify your identity when you contact us or submit a request regarding your Personal Information. Hustle and Flow Pilates will ask you to provide sufficient information that allows us to reasonably verify that you are the person who we collected Personal Information about.
- 17. The Internet Can Be Sketchy.** The internet is, by its nature, inherently open and subject to interception of information. We cannot guarantee that the information you provide to Hustle and Flow Pilates over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of Hustle and Flow Pilates' control.
- 18. Verifying and Amending Your Personal Information.** Hustle and Flow Pilates tries to ensure that all Personal Information about you that is in our possession is accurate, complete and up-to-date. Please contact us at [hustleandflowpilates@gmail.com](mailto:hustleandflowpilates@gmail.com) to advise us of any changes to your Personal Information. You may request access to the Personal Information held by Hustle and Flow Pilates at any time or seek to make corrections to it.
- 19. Resolving your concerns.** If you have any questions or concerns about Hustle and Flow Pilates' Personal Information collection, use and disclosure practices, please let us know at [hustleandflowpilates@gmail.com](mailto:hustleandflowpilates@gmail.com) and we will do our best to help you.

## DISCLAIMER

This Disclaimer (the “**Disclaimer**”), in concert with our Terms and Conditions and Privacy Policy determine the rules of how you can use this Site and any of Hustle and Flow Pilates’ social media profiles, and how you access our content and services, either as a paying customer or simply a website visitor.

1. **Qualifications.** Hustle and Flow Pilates and its operators may hold the following qualifications and professional certifications related to Hustle and Flow Pilates: National Certified Pilates Teacher. Hustle and Flow Pilates makes no representations to hold any other qualifications or representations outside of this.
2. **Not Professional Advice.** Nothing shared on this Site by Hustle and Flow Pilates is professional advice. This is simply a compilation of content and services that Hustle and Flow Pilates is providing. Hustle and Flow Pilates and its services are not a substitute for professional advice or diagnosis. Please seek professional advice before engaging with our services and clearly understand that Hustle and Flow Pilates’ services are not a substitute for professional advice.
3. **Disclaimer.** In engaging with the content and videos shared on Hustle and Flow Pilates Site and other platforms, you hereby release Hustle and Flow Pilates from any liability related to any injuries or issues which may arise from engaging with, participating in, or viewing this content. YOU ARE RESPONSIBLE FOR YOUR OWN ACTIONS WHEN ACCESSING THIS CONTENT. This content is posted for educational and informational purposes only and is not tailored to you specifically in any way. Please note that this content is simply Hustle and Flow Pilates’ interpretation and approach, and that Hustle and Flow Pilates makes no representations about its efficacy and does not promise or guarantee any specific results. Please feel free to connect with Hustle and Flow Pilates to ask us any questions. All communications should be directed to [hustleandflowpilates@gmail.com](mailto:hustleandflowpilates@gmail.com).
4. **Social Media.** This Disclaimer applies to Hustle and Flow Pilates’ Site, content, services, and all social media. Specifically:
  - 4.1. Instagram: [@hustleandflowpilates](https://www.instagram.com/hustleandflowpilates)
5. **No Guarantees.** You understand that Hustle and Flow Pilates makes no guarantees whatsoever regarding any results based on any action or inaction based on the information we share or services we provide through the Site. At the end of the day, we will not be responsible or make any promises for what will happen in your life and health.
6. **Intention.** The intention of the information we share and post on the Site is for informational and promotional purposes only.
7. **Not a Client.** By accessing and using the Site, there is no client-professional relationship created between you and Hustle and Flow Pilates. You will only be a client once we enter into an agreement regarding the services or when you sign a contract that we send to you, thereby officially creating a professional-client relationship. We hope to work together with you soon, but until we sign an agreement together, you are not a client. By continuing to use the Site, you acknowledge that for the moment, we are just pals.
8. **Mistakes.** We are committed to doing our best. All of the content we put on the Site is intended to be as accurate as possible and to be as helpful as possible in providing you our content and services. That being said, please understand that we are human and can make mistakes, and there is a chance (albeit very small) that information on the Site may be inaccurate. If this happens, we will rectify it as soon as it comes to our attention! We will never intentionally mislead you and we are committed to providing you with the best content and services. If you have any issues with this, you are always welcome to stop using the Site.
9. **No Warranties.** Hustle and Flow Pilates makes no promises that the Site or third-party programs we use to offer our services and products will always be operational. If something

goes wrong, obviously, we'll do everything we can to fix it ASAP. We also make no representations or warranties of any kind around any of the content we produce or share on the Site. To the maximum extent permissible by State of Virginia laws, Hustle and Flow Pilates disclaims all warranties regarding all information, products and services offered on or through the Site.

- 10. Reach Out.** Please feel free to connect with Hustle and Flow Pilates to ask us any questions. All communications should be directed to [hustleandflowpilates@gmail.com](mailto:hustleandflowpilates@gmail.com).

**With Love,**

Hustle and Flow Pilates

## Physical Activity Readiness Questionnaire (PAR-Q)

Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

### Emergency Contact Information:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone: \_\_\_\_\_

If you are aged 15-65, the PAR-Q will tell you if you should check with your doctor before significantly changing your physical activity patterns. If you are over the age of 69 years old and are not used to being very active, please check with your doctor before starting any exercise regime. Please read each question below and answer honestly by marking YES or NO.

	YES	NO
1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?		
2. Do you feel pain in your chest when you do physical activity?		
3. In the past month, have you had chest pain when you were not doing physical activity?		
4. Do you lose your balance because of dizziness or do you ever lose consciousness?		
5. Do you have a bone or joint problem that could be made worse by a change in physical activity?		
6. Is your doctor currently prescribing medication for your blood pressure or heart condition?		
7. Do you know of any other reason why you should not take part in physical activity? If yes, please comment:		

If you answered **YES** to one or more questions: You should consult with your doctor to clarify that it is safe for you to become physically active at the current time.

If you answered **NO** to **ALL** of the questions: It is reasonably safe for you to participate in physical activity, gradually building up from your current ability level.

I have read, understood, and have accurately and honestly completed this questionnaire. I confirm that I am voluntarily engaging in an acceptable level of exercise, and there is risk involved in my participation.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_