

JETSET PILATES LLC TERMS AND CONDITIONS

1. INTERPRETATION AND VARIATION

1.1 In the Terms and Conditions the following definitions apply:

"The Company" means JetSet Pilates LLC.

"A Member" means any person that has completed and submitted the on-line registration form (the "Registration Form") at the [Jet Set Pilates web site](#), and which registration has been accepted by the Company.

"The Studio" means 110 Washington Avenue, Miami Beach, Fl 33139 and a reference to a Studio in the Terms and Conditions will be to the relevant studio at which a Member has booked to attend sessions.

"Terms and Conditions" means these terms and conditions.

1.2 References in the Terms and Conditions to the singular will include the plural and vice versa and references to the masculine gender will include references to the feminine gender.

1.3 A Liability Waiver is incorporated into the Registration Form.

1.4 The Company reserves the right to vary and revoke the Terms and Conditions from time to time which variation it may consider necessary or desirable for the regulation of the affairs of the Studio and the conduct of Members. Any such changes will be notified to Members and, until revoked, are and will be binding on Members.

1.5 The Terms and Conditions will be governed by the laws of Florida and subject to the exclusive jurisdiction of the Florida courts.

2. MEMBERSHIP

2.1 Subject to these terms and conditions, when a person has completed the Registration Form he will become a Member of the Studio.

2.2 Acceptance of a person as a Member is in the absolute discretion of the Company.

2.3 The Company reserves the right to expel from the Studio, suspend for a specific period or refuse to renew the membership of any Member whose conduct is or may, in the Company's reasonable opinion, be injurious to the character of the Studio or which amounts to a breach of the Terms and Conditions or where such expulsion is otherwise in the interests of the other Members of the Studio. Any Member so expelled will forthwith cease to be a Member of the Studio and will not be entitled to any refund for any period during which his membership is suspended.

2.4 If a Member brings a guest to the Studio for a session that guest must before the commencement of the relevant session become a Member in accordance with and subject to the Terms and Conditions.

2.5 Members must be eighteen (18) or over .

3. STUDIO OPENING TIMES

Details of session times at the Studio may vary from time to time. Session times will be published by the Studio and will be available either at the Studio or at www.jetsetpilates.com

4. PAYMENT TERMS

4.1 Details of session prices and gift certificate prices are available either at www.jetsetpilates.com or

directly from the Studio and will be such prices as determined by the Company from time to time.

4.2 A Member may not attend any session at the Studio without first booking and paying for the relevant session.

4.3 Payments for sessions and gift certificates in any amount are non-refundable unless otherwise stated in the Terms and Conditions.

4.4 A Member may only buy gift certificates for other Members.

5. BOOKINGS AND CANCELLATIONS

5.1 A Member may only book or reschedule sessions for themselves via their personal Studio booking facility at www.jetsetpilates.com

5.2 Members will be charged for a session where cancellation or the rescheduling of a session is not made online or notice of the same is not delivered by hand to the Studio and received in person by a Studio worker at least 24 hours prior to the booked time.

5.3 Sessions are booked on a first-come first-served basis. A Member may use the waiting list facility at www.jetsetpilates.com in the event that his first choice session is unavailable. If a Member joins the waiting list for a particular session and then books that session his booking will be subject to the Terms and Conditions in the usual way.

5.4 Sessions are valid for six (6) months from and including the date of purchase.

6. FITNESS AND HEALTH

6.1 By agreeing to these Terms and Conditions Members hereby confirm that they have no health problems (including without limitation cardiac irregularities; spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma (or other breathing difficulty); diabetes, epilepsy or any allergy) which may affect their participation in any sessions at the Studio.

6.2 It is the Member's sole responsibility to notify the Studio before attending any session of any circumstances affecting their health which may be exacerbated through continued use of the Studio and/or which may have arisen or worsened since their last session at the Studio (if any).

6.3 Members are advised not to undertake strenuous physical activity without first seeking medical advice if they have concerns over their physical condition and well being. Members with low/high blood pressure and/or cardiac irregularities should not attend class. If there is any doubt, the Member should consult his doctor.

6.4 The Studio reserves the right to refuse access to any Member if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of Studio facilities.

6.4 Members are required to follow the instructions of the instructor at all times.

7. LIMITATION OF LIABILITY

7.1 The Company cannot be held responsible for any particular session, instructor and/or item of Megaformer equipment not being available for whatever reason. The Company reserves the right to make alterations to the sessions, instructors and/or equipment, as well as to those ancillary facilities, provided to Members, without notice and in its absolute discretion and the Company will not be liable for any loss occasioned by such alterations except insofar as such loss is by law incapable of exclusion.

7.2 It is the Member's responsibility to ensure that he is capable of undergoing a routine of exercises

provided by any program which he follows or class which he attends. Members accept the risk of injury from performing exercises and using specialist equipment and are advised to consult their doctor prior to beginning any session. Advice provided by our instructors at no time constitutes medical advice in substitute for advice provided by a medical professional.

7.3 The Company accepts no liability for loss or damage to property of Members or for injury to Members on the Studio premises or outside the Studio except insofar as such loss, damage or injury is by law incapable of exclusion.

7.4 In consideration of their participation in the activities and programs of the Company and the use of facilities and equipment owned and/or under the control of the Company the Member hereby waives and releases the Company from any and all responsibility or liability for injuries or damages resulting from their participation in any of the Company's activities or use of the Company's equipment or facilities.

8. USE OF FACILITIES

8.1 A Member is entitled to use the Studio's facilities provided always that the Studio may at any time without notice withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of the Studio or the Company.

9. PERSONAL BELONGINGS

Personal belongings are brought onto the Studio premises at the Member's own risk and the Company does not accept liability for any loss or damage whatsoever to such items.

10. DRESS

Members are requested to wear a form of dress appropriate to the practice of Pilates and the Company recommends that Members wear stretch pants or shorts and a T-shirt or sports top. Members should attend sessions in non-slip socks. Footwear should be removed in the entry area.

11. SAFETY & HYGIENE

11.1 In the interests of safety and hygiene, no crockery, glass or food are permitted in the changing rooms or studio. Only water is permitted in the Studio. Other than with the exception of guide dogs no pets are permitted in the Studio buildings or grounds.

11.2 Notwithstanding paragraph 11.1 above, Members must not walk around the Studio barefoot if they have verrucas or similar foot complaints.

11.3 Members must use the main entrance to the Studio when entering or leaving the Studio. Fire exits, which are clearly marked, are there in the interests of safety and Members must not interfere with these exits for any reason. In the event of a fire, Members are asked to make their way to the nearest available exit.

11.4 Smoking is forbidden in the Studio.

12. GENERAL

12.1 Members are required to give written notice to the Company of any change of address. Failing such notice, all communications will be assumed to have been received by the Member within five days of mailing to the last address notified to the Company.

12.2 The Company reserves the right to refuse admission to the Studio.

12.3 The Company may assign the benefit of the Registration Process and a Member's membership to a third party at any time without notice to the Member.

12.4 The Registration Process, including these terms and conditions, shall not be construed to grant any third-party beneficiary rights to any person.

12.5 The Company may, if a Member so wishes, communicate with the Member by electronic mail ("email"). By providing an email address to the Company the Member consents to receiving email communications from the Company, including notices pursuant to the Terms and Conditions. The member also accepts the risk that email may not be a secure and confidential means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a Member by email.

12.6 Members must at all times observe the Studio guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of the Studio may issue to ensure the smooth operation of the Studio for the convenience of all Members.

12.7 Any marketing, educational or other materials of any nature whatsoever produced by the Company in connection with the Studio and which are made available to Members at the Studio will at all times remain the property of the Company and will be subject to the Company's copyright.