

I UNDERSTAND I will participate in the program at my own risk and that I am 18 years of age or older. I RELEASE Peak Pilates and their employees from any and all personal injury or other liability arising out of my participation in the program. In addition, I agree to indemnify, defend and hold harmless Peak Pilates and their respective directors, officers, employees and agents from and against any and all loss, liability, cost or damage to other persons or to property arising directly or indirectly from my actions during the program. I AGREE to all the program's terms and conditions; and all rules, policies and regulations of Peak Pilates. Peak Pilates reserves the right to terminate any student from the program for misconduct. In the event of termination from the program for misconduct, no refund will be issued. Misconduct is defined as alcohol or drug use, disorderly conduct, violent behavior, sexual misconduct, verbal or physical abuse, property damage or theft. Peak Pilates reserves the right to cancel sessions if there are less than the minimum number of registered participants, in which case the tuition paid will be reimbursed. No refund will be issued to students who cancel less than three weeks before the course begins. There is a 3% cancellation fee on all credit card transactions. **Students will not be admitted to class if payment has not been received.**

Signature

Date

Payment Methods:

- Check (please make payable to Peak Pilates)
- MasterCard # _____ exp. date _____
- Visa # _____ exp. date _____
- AMEX # _____ exp. date _____

If your name or billing address for credit card is different from above then please print here:

Please send this form with payment to: Peak Pilates
Attn: Education Department 5555 Central Ave., Suite 200, Boulder, CO 80301
Phone: 1-800-925-3674 or 303-998-1531 Fax: 303-473-9142
education@peakpilates.com



STUDENT CONFIDENTIALITY CONTRACT

THIS AGREEMENT (the "Agreement") is made and entered into effective as of _____, between Peak Body Systems, Inc., a Colorado corporation, d/b/a Peak Pilates (the "Company") and _____ ("Student").

1. Confidential Information. Student acknowledges that the training content (intellectual property), proposed training materials, program schedules, promotional plans, proposed structure, designs, formulas, documentation, software, know-how, information, observations, data, customer and suppliers lists, costs, and other trade secrets and confidential information of the Company (collectively "Confidential Information") are valuable, special and unique assets of the Company. Student shall not, at any time, directly or indirectly, distribute, use, or disclose "Confidential Information" to any person other than authorized officers or personnel of the Company. The foregoing restrictions upon Student shall not apply to the extent of such information:

- (a) is in the public domain or otherwise available to the public, or becomes a part of the public domain or available to the public through no fault of Student;
- (b) is provided to Student through an independent third party owing no obligation of confidentiality to the Company with regard thereto;
- (c) was in Student's possession or was within Student's knowledge prior to her/his association with the Company; or
- (d) is required, by law or court order, to be disclosed.

2. Governing Law. This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Colorado.

3. Venue; Attorney Fees. The sole forum for resolution of any dispute regarding this Agreement or its modification or termination shall be the District Court for the State of Colorado located in Boulder, Colorado. The prevailing party shall be entitled to all costs and expenses incurred in connection with the dispute and its resolution, including reasonable attorney fees.

4. Injunctive Relief. If there is a breach or threatened breach of Section 1 of this Agreement, the Company shall be entitled to an injunction, without bond, restraining Student. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies for such breach or threatened breach.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written, to be effective from the date of this Agreement.

STUDENT SIGNATURE:
