

# Instructor Declaration

I, \_\_\_\_\_, wish to become a Total Barre® Qualified Instructor by completing the \_\_\_\_\_ Course conducted at \_\_\_\_\_ operating under license/contract from Merrithew International Inc. (Merrithew®).

Upon completion of the course, I will be able to teach the Total Barre® method of exercise and included in a global community and support network. Only upon the receipt of my certificate will I be entitled to identify myself as a Total Barre Qualified Instructor. I agree not to misrepresent my training and level of qualification to clients and/or employers.

I understand that as a Total Barre Qualified Instructor I am not qualified, nor have acquired the permission or the right, to train and qualify students to become Instructors of the Total Barre method. Instructors must obtain Total Barre Instructor Trainer status in order to train and qualify others in the Total Barre method.

Once qualified, under the guidelines of the Total Barre® program, I will receive a number of benefits, including a detailed listing in the online Merrithew Instructor Finder that will include my name, qualifications, location, phone number and email address. If I do not wish to have my name and contact information listed on the Instructor Finder, I agree to notify the Merrithew Education staff in writing within five (5) days of receipt of my certificate.

As a Total Barre Qualified Instructor, I will follow the teaching methods and maintain the quality standards taught to me in the Total Barre Instructor Foundation Course. When Merrithew provides regular updates on any changes to the teaching methods, I will incorporate these changes into my teaching. I will not modify the Total Barre curriculum without permission from Merrithew, and I agree that the Company may observe any of my Total Barre client sessions.

**Trademarks & Intellectual Property:** The presentation and use of Total Barre trademarks, logos, styles, images, copy, co-founder references, and all other Merrithew Intellectual Property, is granted to me on a non exclusive basis as long as I maintain my Total Barre Qualified Instructor status and I shall at all times adhere to, and be in strict accordance with the Merrithew Marketing and Communications Guidelines (“Guidelines”). A current version can be found at [merrithew.com](http://merrithew.com)

When teaching Total Barre client sessions I will do so in accordance with the Guidelines. I agree to use the designated and approved trademarks at all times when teaching and marketing Total Barre client sessions. I agree that any relevant trademarks used in print, visual or electronic formats must be accompanied by the appropriate Total Barre logo and legal fine print approved by the Merrithew Marketing Department.

I also agree to submit for approval (prior to publishing/distributing) samples of any promotional materials including websites developed in order to promote my Total Barre client sessions. Since significant research, development and promotion have gone into developing the Total Barre brand, I agree that I will not use trademarks owned by Merrithew Corporation, verbally or otherwise, to describe any other exercise method.

As a Total Barre Qualified Instructor, I will receive specific printed material and proprietary video content to use as instructed for the purpose of learning, teaching and promoting Total Barre, and I will not copy, distribute or sell such material or video content without the express written permission of Merrithew. For each course in which I have enrolled, I agree to purchase all required materials prior to or on the first day of the course.

As a Total Barre Qualified Instructor, I understand that I am not an employee or official business partner of Merrithew. I agree to hold Merrithew, the Company, their Corporate Training Center, Licensed Training Centers, Host Training Centers, and their respective officers and employees harmless from and against any and all injuries, damage or losses resulting from training, accident or negligence.

- I understand my agreement with the above terms is required to become a Total Barre® Qualified Instructor.
- I agree to review the Guidelines link on a regular basis, no less than once every six months, to ensure compliance.
- I understand that in my role as a Total Barre Qualified Instructor it is essential to be kept up-to-date, and as such, I consent to Merrithew contacting me via electronic messages including emails and text messages to communicate important updates, news, relevant offers and training information.

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

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

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

Company: *if applicable* \_\_\_\_\_

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

City: \_\_\_\_\_

State / Province: \_\_\_\_\_

Zip / Postal code: \_\_\_\_\_

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

Phone: \_\_\_\_\_

**Please keep a signed copy for your records**

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22 / 02 / 2022