

MINOR FACILITY USAGE TERMS AND CONDITIONS

Gym Name: Bade Athletic Performance Training LLC

Facility Address: 21095 147th Ave N, Rogers, MN 55374, United States

1. ASSUMPTION OF RISK AND WAIVER OF LIABILITY

I acknowledge that Bade Athletic Performance Training LLC operates supervised fitness facilities, and that participation in physical activity involves inherent risks, including but not limited to serious bodily injury, permanent disability, or death.

On behalf of myself and my minor child, I knowingly and voluntarily assume all risks associated with entry into and use of the facility, equipment, services, and programs.

To the fullest extent permitted by law, I waive, release, and discharge Bade Athletic Performance Training LLC, including its owners, employees, agents, contractors, successors, and assigns, from any and all claims, liabilities, damages, or causes of action arising out of:

1. Entry into or presence at the facility;
2. Use of any equipment or participation in any training program or event.

I further agree to indemnify, defend, and hold harmless Bade Athletic Performance Training LLC from any claims, damages, or losses arising from my minor child's participation or presence at the facility.

2. MINOR PARTICIPATION AND PARENT/GUARDIAN RESPONSIBILITY

As the parent or legal guardian of the minor listed below, I agree to the following:

- I consent to my child's participation in all training activities and programs.
 - I assume full responsibility for all risks associated with my child's participation.
 - I agree to indemnify and hold harmless Bade Athletic Performance Training LLC from any claims brought by or on behalf of my child.
 - I accept full financial responsibility for any fees, damages, or obligations incurred by my child.
 - I acknowledge that children under the age of 13 must be supervised by a parent or authorized adult at all times when not actively participating in a supervised training session.
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3. DEFINITIONS

- “Owner” refers to Bade Athletic Performance Training LLC.
 - “Facility” refers to all premises, equipment, and services provided by Owner.
 - “Participant” refers to the minor listed in this Agreement.
 - “Guardian” refers to the parent or legal guardian signing this Agreement.
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4. USE OF FACILITY

Use of the Facility is subject to all terms outlined in this Agreement and any additional membership or program agreements.

- Memberships are non-transferable.
 - Unauthorized use or sharing of access is strictly prohibited.
 - Guests are only permitted with prior approval and during staffed hours.
 - Guardian assumes responsibility for any damages or liabilities caused by the minor or any guest.
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5. HEALTH REPRESENTATION AND NO MEDICAL ADVICE

I represent that my child is in good physical condition and capable of participating in fitness activities.

I understand that Bade Athletic Performance Training LLC does not provide medical advice. Any recommendations related to training, nutrition, or supplements are for general informational purposes only.

I agree to consult a licensed physician regarding any medical concerns prior to participation.

I acknowledge that:

- Coaches may provide general nutrition or supplement guidance
 - Body composition tools may be used for training purposes
 - I may opt out of these services at any time by notifying the Owner in writing
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6. RULES AND REGULATIONS

I agree that my child will follow all facility rules, policies, and staff instructions.

Bade Athletic Performance Training LLC reserves the right to:

- Modify rules and policies at any time without notice
- Suspend or terminate participation at its sole discretion

7. PROPERTY AND DAMAGE

Bade Athletic Performance Training LLC is not responsible for any lost, stolen, or damaged personal property.

I agree to be financially responsible for any damage caused by my child to the facility, equipment, or property.

8. GUEST POLICY

Unauthorized access is strictly prohibited.

If a minor allows unauthorized access:

- A fee of \$20 per occurrence may be charged
- Access privileges may be revoked immediately

I accept full responsibility for any damages, injuries, or liabilities caused by unauthorized guests.

9. CANCELLATION AND REFUND POLICY

By purchasing any program membership (including monthly or four-week small group training programs), you acknowledge and agree to the following terms:

- 1. No Make-Up Sessions or Credits**
All scheduled training sessions must be attended as booked. Missed sessions are forfeited and are not eligible for rescheduling, make-up sessions, credits, or refunds.
- 2. Refund Eligibility**
All sales are final ten (10) days after the original date of purchase. No refunds will be issued after this 10-day period under any circumstances.
- 3. Refunds Within 10 Days of Purchase**
Refund requests submitted within ten (10) days of the purchase date may be approved at the sole discretion of the business. If approved, the refund amount will be reduced by a fee of \$25 per session attended or used during that period. Total deductions shall not exceed the full purchase price of the program.
- 4. Personal Training Services**
Personal training sessions are subject to the same terms and conditions outlined above. However, the per-session deduction for any approved refund will be \$50 per session, per individual.
- 5. Acknowledgment of Terms**
By completing a purchase, you confirm that you have read, understood, and agreed to be bound by this Cancellation and Refund Policy.

10. LIABILITY FOR PROPERTY

The Facility is not liable for any personal property lost, stolen, or damaged on or around the premises, including vehicles and locker contents.

Any damage caused to facility property will be the financial responsibility of the Guardian.

11. VIDEO SURVEILLANCE AND MEDIA RELEASE

I acknowledge that the Facility may use video surveillance for security purposes.

I grant permission for Bade Athletic Performance Training LLC to photograph and/or record my child during training sessions or events. These images may be used for marketing, promotional, or educational purposes without compensation.

If I wish to opt out, I must provide written notice to the Owner.

12. ACKNOWLEDGMENT AND AGREEMENT

By signing below, I acknowledge that I have read, understood, and agree to all terms and conditions outlined in this Agreement.

Minor Name: _____

Date of Birth: _____

Check All That Apply:

With Parent

Working with Trainer

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____