

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 participation in fitness activities, strength training, and use of gym facilities involves inherent risks, including but not limited to serious bodily injury, permanent disability, or death.

I knowingly and voluntarily assume all risks, both known and unknown, associated with my presence at and use of Bade Athletic Performance Training LLC (“Owner”) facilities, equipment, services, and programs, including any activities conducted on or off the premises.

To the fullest extent permitted by law, I hereby waive, release, and discharge Owner, its members, managers, officers, employees, contractors, agents, successors, and assigns from any and all claims, demands, causes of action, damages, or liabilities of any kind arising out of or related to:

- (a) my access to or presence on the premises;
- (b) my use or misuse of equipment or facilities; or
- (c) my participation in any program, service, or event.

I further agree to indemnify, defend, and hold harmless the owner from any claims, damages, losses, or expenses (including reasonable attorneys’ fees) arising out of or related to my conduct, use of the facility, or breach of this Agreement.

2. MINOR PARTICIPANTS

If the participant is under the age of 18, the parent or legal guardian (“Guardian”) agrees to the following:

- Guardian consents to the minor’s participation and assumes all risks on behalf of the minor.
 - Guardian agrees to indemnify and hold harmless the owner from any claims brought by or on behalf of the minor.
 - Guardian accepts full financial responsibility for all charges, damages, or obligations incurred by the minor.
 - Children under the age of 13 must be supervised by a parent or authorized adult at all times when not directly engaged in a supervised training session.
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3. DEFINITIONS

For purposes of this Agreement:

- “Owner” refers to Bade Athletic Performance Training LLC.
 - “Facility” refers to all premises, equipment, and areas operated or used by Owner.
 - “Member” or “I” refers to the individual executing this Agreement.
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4. USE OF FACILITY

Access to and use of the Facility is subject to this Agreement and any additional membership terms.

I agree that:

- My membership is non-transferable and may not be shared.
- Guests are permitted only with prior approval and during staffed hours.
- I am fully responsible for the actions, conduct, and any damages caused by my guest(s).

Unauthorized access or misuse may result in immediate termination of membership without refund.

5. HEALTH REPRESENTATIONS AND NO MEDICAL ADVICE

I represent that I am physically capable of participating in fitness activities and have no medical condition that would prevent safe participation. I understand that the owner does not provide medical advice.

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

For youth participants, I understand that coaches may provide general fitness, nutrition, and supplement guidance. Such guidance is not medical advice and may be declined at any time by notifying the owner in writing.

6. RULES AND POLICIES

I agree to comply with all posted rules and any instructions provided by staff. The owner reserves the right to modify rules, policies, hours, and operations at any time, with or without notice.

The owner reserves the right to suspend or terminate membership at its sole discretion, with or without cause. In such cases, the owner may, but is not obligated to, issue a prorated refund.

7. PROPERTY AND DAMAGE

The owner is not responsible for lost, stolen, or damaged personal property, including items left in lockers or vehicles.

I agree to be financially responsible for any damage I cause to the Facility, equipment, or property and will reimburse the owner for repair or replacement costs.

8. GUEST POLICY

I agree not to permit unauthorized individuals to access the Facility using my membership.

Unauthorized guest access may result in:

- A fee of \$25 per occurrence; and/or
- Immediate termination of membership without refund.

I accept full liability for any damages, injuries, or claims arising from any guest I admit.

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. SURVEILLANCE AND MEDIA RELEASE

The Facility may utilize video surveillance for security purposes.

I grant the owner the irrevocable right to photograph and/or record me (or my minor child) and to use such media for lawful purposes, including marketing, advertising, and promotional materials, without compensation.

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

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes arising under this Agreement shall be resolved in a court of competent jurisdiction within Minnesota.

12. ACKNOWLEDGMENT AND AGREEMENT

By signing below (electronically or in writing), I acknowledge that I have read, understood, and voluntarily agree to be bound by all terms and conditions set forth in this Agreement.

Printed Name: _____

Signature: _____

Date: _____