

# Bx4 Fitness Participation Agreement

## 1. Terms

This Agreement will begin on (the day you register) and continue for the duration of your child's participation in all programs and or events facilitated by BX4 Fitness, LLC. By registering for programs and or events, you agree to the "terms and conditions" below, the player expectations and the parent expectations that includes, cancellation details and early termination policy.

## 2. Athlete Expectations

- Athlete agrees to be a positive and coachable
- Athlete agrees to work hard in every session
- Athlete agrees to bring a full water and cleats (proper attire) to each session
- Athlete agrees to put in the effort to improve.
- Athlete agrees that results are their own responsibility.
- Athlete agrees to behave in a manner that is not distracting to others.
- Athlete agrees to behave respectfully toward others and coaches.

## 3. Parent Expectations/Terms

- Any communication with Coach Joe is welcome and encouraged, as long as it's within reasonable hours during the day and evening. This includes any questions regarding schedules, suggestions for your athlete's improvement, and anything related to training. Athletes below the age of 15 are not permitted to text Coach Joe unless given parental permission.
- I agree to bring my child to our scheduled sessions at least 5 minutes early to warm up and stretch. Being early is not only important for training, but it's also an important character trait that BX4 Fitness is committed to upholding.
- I understand that if we are late to the session we will forfeit the time missed.

- I understand that during the sessions, I will not pressure my child or yell from the sidelines. We train in a “non-pressured” environment
- I understand that during sessions, I will sit or stand a comfortable distance away from the training area, so as to not distract the athletes training
- We encourage parents to tag Coach Joe and BX4 Fitness on social media for all videos and highlights you post of your athlete.
- BX4 Fitness wouldn't be what it is today without parents and coaches spreading the word. Your willingness to provide a positive Google review is greatly appreciated.
- I understand that Coach Joe will decide the “rain-out's” or rescheduled sessions due to weather. He will always check field conditions before the sessions and will communicate via text if there is a cancellation. It will be communicated in advance if we don't have a training session. Missed sessions (without 24 hour notice) are considered ‘No-Show’ and will result in no make up.

I understand that BX4 Fitness' billing process is an automatic electronic funds transfer.

For session enrollment, including memberships, packages, camps, clinics and events: all sales are final. If you enroll and fail to attend - there are no make-up sessions or refunds.

I understand BX4 Fitness and Coach Joe are not liable for any injuries that may be incurred as a result of participation in any BX4 Fitness related programs and/or events.

- These Terms and Conditions apply to all programs and events offered by BX4 Fitness LLC. By scheduling any session, program and/or event; you are agreeing to the following terms and conditions of our company:

## **HEALTH AND WELLNESS POLICY**

“I have enrolled myself and/or child(ren) in conditioning and fitness programs / events offered through BX4 Fitness. I recognize that the program may involve strenuous physical activity including, but not limited to, muscle

strength and endurance training, cardiovascular conditioning and training, and other various fitness activities. I hereby affirm that my child is in good physical condition and does not suffer from any known disability or condition which would prevent or limit my participation in this exercise program. I acknowledge that my enrollment and participation in sports performance training. "I fully understand that my child may incur injury as a result of their enrollment and participation in this program and I hereby Release and Forever Discharge BX4 Fitness and its agents, employees, representatives, affiliates, successors, or assigns, from any and all liability now or in the future for any conditions, injuries, sickness, losses, expenses or damages that I or my child(ren) may obtain or incur. These conditions may include, but are not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other soreness that I may incur, including death."

### **INJURY POLICY**

If injury occurs and a player is unable to participate in the training sessions, the recurring payments will continue until the last day of the Training Agreement.

### **MISSED SESSION POLICY**

We have a zero-tolerance missed session policy. If you miss a session without notice, you will forfeit the session. We respectfully request at least 48 hours advance notice for all rescheduling requests.

### **RAINOUT POLICY**

If the fields are too wet or if there is significant rain during the morning or evening of our scheduled session, the session may be rescheduled upon the decision of BX4 Fitness. If the field is playable, we will resume the session. Parents do not determine if the session is canceled. If a parent decides not to attend a session that has been deemed "playable", then that session will count as a cancellation of less than 48 hours and will not be eligible for makeup.

## **PAYMENT POLICY**

By signing up to participate in our programs / events, you agree that you can commit to the entire training period. You have multiple payment options: such as, the option of paying in full for a series of sessions or by individual training dates.

## **REFUND POLICY**

Due to the demand for our programs, we do not offer refunds for ANY case for any program, including Athletic Skills Training, Boxing, all events or any program that is added to our website. Once a player reserves a training spot, we hold the spot for the player for the specific program.

## **PHOTOGRAPHY / SOCIAL MEDIA RELEASE**

"I, the undersigned, do hereby grant permission to BX4 Fitness, LLC to post my and/ or my child's story, photo, videos, hereinafter referred to as "Materials," captured during training sessions for the promotion displayed on the BX4 Fitness, LLC website and social media platforms. I hereby release you, your representative, employees, managers, members, officers, parent companies, subsidiaries, and directors, from all claims and demands arising out of or in connection with any use of said "Materials", including, without limitation, all claims for invasion of privacy, infringement of my right of publicity, defamation and any other personal and/or property rights. I waive any right to royalties or financial compensation arising or related to the use of the photography and/or video captured. I understand and agree that these materials shall become the property BX4 Fitness, LLC.