

i. Assumption of Risk

I understand that participating in B.A.D.I. LLC (“the Organization”) activities—including but not limited to strength training, stretching, aerobic exercise, high-intensity interval training, dance fitness, flexibility work, or use of fitness equipment—carries inherent risks. These risks include:

- Muscle strains or sprains
- Injuries from falls or improper equipment use
- Cardiovascular complications
- Heat exhaustion or dehydration
- Serious injury or death

I confirm that I am voluntarily participating in this class and assume **all risks**, known or unknown, including those that may arise from the **ordinary negligence** of the instructor or organization.

ii. Waiver and Release of Liability

To the fullest extent permitted by **Minnesota law**, I release and discharge:

B.A.D.I. LLC its owners, employees, instructors, volunteers, contractors, and agents

from any and all claims or liability for:

- Personal injury
- Illness
- Property damage
- Medical expenses
- Loss or death

arising from my participation in the organization’s classes or related activities.

This includes injuries arising from **ordinary negligence**, but **does not** include liability that Minnesota law does not allow to be waived (*see Section 3*).

iii. Minnesota State Law Notice

Under Minnesota law—including **Minn. Stat. §§ 604.055–604.11** and state public-policy rules:

- A waiver **cannot** release liability for **gross negligence, willful misconduct, or reckless behavior**.
- A waiver **can** release liability for **ordinary negligence**, including risks associated with participation in physical activity.
- This waiver must be **clear, understandable, and voluntarily agreed to**, which I acknowledge it is.
- I may revoke consent only for future activities, and only in writing.

iv. Physical Condition and Responsibility

I certify that:

- I am physically able to participate safely in fitness activities.
- I have no medical condition that would prevent safe participation.
- I am responsible for monitoring my own physical condition during the class.

I agree to stop participating and notify the instructor if I feel faint, dizzy, ill, or in pain.

v. Indemnification

I agree to indemnify and hold harmless the instructor/organization from any claims resulting from:

- My actions during the activity
- My failure to disclose medical conditions
- My misuse of equipment
- My failure to follow instructions or class rules

vi. Medical Consent

In the event of an emergency, I authorize the instructor/organization to obtain medical treatment on my behalf. I understand that I am responsible for any associated costs.

vii. Governing Law & Severability

This agreement is governed by the laws of the **State of Minnesota**.
If any provision is found invalid, the remainder will remain enforceable.

viii. Voluntary Agreement

I confirm that I:

- Have read and understood this waiver
- Am at least 18 years old (or have a legal guardian sign below)
- Am signing voluntarily

Participant

Printed Name: _____

Signature: _____

Date: _____

Parent/Guardian (if participant is under 18)

(Minnesota law requires parental/guardian consent for minors.)

Printed Name: _____

Signature: _____

Date: _____