

PHIT KIDS ACADEMY

TERMS OF USE

Last Updated: February 2026

These Terms of Use (“Terms”) govern access to and use of the PHIT Kids Academy platform (“PKA”), including all videos, instructional content, materials, and services (collectively, the “Content”), operated by **PHIT America, Inc.**, a nonprofit organization (“PHIT America,” “we,” “our,” or “us”).

By accessing, subscribing to, or using PHIT Kids Academy, you agree to be bound by these Terms. If you do not agree, do not access or use the platform.

1. ELIGIBILITY AND AUTHORIZED USE

PHIT Kids Academy is intended for use by:

- Schools and school districts
- Camps, clubs, and youth organizations
- Physical education teachers, coaches, and instructors
- Parents or legal guardians for at-home use

Children may only use PHIT Kids Academy **under the supervision of a responsible adult.**

2. SUBSCRIPTION AND ACCESS

Access to PHIT Kids Academy Content is limited to authorized subscribers. Subscriptions are non-transferable and may not be shared outside the licensed organization or household.

PHIT America reserves the right to suspend or terminate access for unauthorized use or violation of these Terms.

3. NO MEDICAL OR PROFESSIONAL ADVICE

The Content provided through PHIT Kids Academy is for **educational and recreational purposes only**. It is not intended to constitute medical, health, fitness, or professional advice.

Users should consult a qualified healthcare professional before beginning any physical activity program, especially if there are pre-existing medical conditions or physical limitations.

4. ASSUMPTION OF RISK

Participation in physical activity and sports involves inherent risks, including the risk of injury. By using PHIT Kids Academy, users knowingly and voluntarily assume all risks associated with participation in physical activity, whether known or unknown.

5. SUPERVISION REQUIREMENT FOR MINORS

PHIT Kids Academy does not provide live instruction, supervision, or monitoring. Parents, guardians, teachers, coaches, and organizations are solely responsible for:

- Supervising children at all times
 - Determining age- and ability-appropriate participation
 - Ensuring safe execution of activities
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6. MODIFICATION AND PARTICIPANT RESPONSIBILITY

Activities may not be suitable for all individuals. Participants should:

- Modify or omit activities as needed
- Stop immediately if pain, discomfort, dizziness, or fatigue occurs

PHIT America makes no representations regarding suitability for any specific individual.

7. ENVIRONMENT AND EQUIPMENT

Users are responsible for ensuring:

- Safe playing surfaces and environments
- Appropriate footwear and equipment
- Compliance with local safety standards

PHIT America is not responsible for injuries resulting from unsafe conditions or improper equipment.

8. INSTRUCTIONAL LIMITATIONS

Video-based instruction cannot replace in-person coaching or account for individual differences. PHIT America does not guarantee skill development, fitness improvement, or athletic performance outcomes.

9. ORGANIZATIONAL RESPONSIBILITY

Schools, camps, clubs, and organizations using PHIT Kids Academy:

- Assume full responsibility for implementation and supervision
 - Must comply with applicable laws, regulations, and internal policies
 - Are responsible for obtaining any required parental consents or waivers
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10. LIMITATION OF LIABILITY

To the fullest extent permitted by law, PHIT America, its officers, directors, employees, contractors, partners, and affiliates shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from or related to use of PHIT Kids Academy or participation in any activities demonstrated.

11. INDEMNIFICATION

You agree to indemnify and hold harmless PHIT America from any claims, liabilities, damages, losses, or expenses arising from:

- Improper use of the Content
- Failure to provide supervision
- Violation of these Terms

12. INTELLECTUAL PROPERTY

All Content within PHIT Kids Academy is owned by PHIT America or its licensors and is protected by copyright and other intellectual property laws.

Content may not be copied, recorded, redistributed, publicly displayed, or modified without prior written permission.

13. TERMINATION

PHIT America reserves the right to terminate or suspend access to PHIT Kids Academy at its sole discretion for violation of these Terms or misuse of the platform.

14. DISCLAIMER OF WARRANTIES

PHIT Kids Academy is provided “AS IS” and “AS AVAILABLE.” PHIT America makes no warranties, express or implied, regarding accuracy, completeness, or fitness for a particular purpose.

15. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict-of-law principles.

16. CHANGES TO TERMS

PHIT America reserves the right to modify these Terms at any time. Continued use of PHIT Kids Academy after changes are posted constitutes acceptance of the revised Terms.

17. CONTACT INFORMATION

For questions regarding these Terms, please contact:

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CLICK-THROUGH ACCEPTANCE STATEMENT

By clicking “I Agree” or accessing PHIT Kids Academy, you confirm that you have read, understood, and agree to these Terms of Use.