

MEDICAL & PARTICIPATION WAIVER

JMaloneStrength, LLC

Baseball Strength Academy WAIVER OF LIABILITY AGREEMENT

In consideration of being allowed to participate in the activities and programs offered by Baseball Strength Academy, which is operated by JMaloneStrength, LLC, (hereinafter “Baseball Strength Academy”) and to use its programs and training, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge and hold harmless Baseball Strength Academy and its consultants, officers, agents, and employees from any and all responsibility, liability, cost and expenses, including injuries or damages, resulting from my participation in any activities, or my use of any programs designed by Baseball Strength Academy. I do also hereby release Baseball Strength Academy its consultants, officers, agents and employees from any responsibility or liability for any injury, damage or disorder (physical, metabolic, or otherwise) to myself, or in any way arising out of or connected with my participation in any activities with Baseball Strength Academy Training Programs.

I understand and am aware that any physical fitness, including the use of equipment are a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I understand and acknowledge that the use of gyms/facilities and any equipment within said facilities and their safety, upkeep and cleanliness are the responsibility of facility owner/operators and Baseball Strength Academy makes no claims for their safety and operations and therefore are not liable for those facility operations. It is the responsibility of the individual to vet the usage of any equipment/facility and their emergency action plan, trained CPR certified/licensed personnel, AED availability, safety, upkeep and cleanliness. I hereby agree to expressly assume and accept any and all risks of injury or death related to said fitness activities. In addition, I certify that I am 18 years of age or older. or if younger than 18 that I have parental consent/knowledge to participate in these training activities. If 18 years of age is not the age of majority and/or the age required by the state in which I reside to legally form a contract and/or agreement, then I have parental consent/knowledge to participate in these training activities. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would affect nutrient metabolism or prevent my participation or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that Baseball Strength Academy has recommended to me that I obtain a physician’s approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery.

I also acknowledge that Baseball Strength Academy has recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise and training equipment so that I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment, machinery, and programs designed by Baseball Strength Academy without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities. Baseball Strength Academy training programs are not meant to treat or manage any health condition. Always consult with your healthcare provider prior to adjusting your current style of eating or beginning any new diet and/or training plan.

In addition, I hereby represent and warrant that I am currently covered by an accident and health insurance policy. With my purchase of the Baseball Strength Academy Program services or any other template purchase, I understand that I am not purchasing individual consultation services, and I neither expect nor presume any requirement on the part of the Baseball Strength Academy staff to answer specific, direct questions about the templates nor their modification procedures. I also agree that the templates are not a guaranteed guide to results of any sort and agree not to hold the Baseball Strength Academy staff liable for any outcomes or a lack thereof. With my purchase of any Baseball Strength Academy training templates or services, I understand that any single use/purchase programs are only guaranteed to work in PDF Format. I understand that I am purchasing having known that beforehand and understand that using any other application besides PDF might result in the templates not working with 100% functionality. I also understand when purchasing an app based program, there may be technical difficulties out of my control and Baseball Strength Academy's control. All programs once purchased are non-refundable. Any subscription programs purchased once deployed are non-refundable. Subscriptions must be cancelled in writing 48 hours prior to the next billing cycle.