

Disclaimer of Warranties; Limitation Of Liability; Health Risks Disclaimer

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2. Limitation of Liability

To the extent allowed by law, the liability of Driveline Baseball to you or any other user of Driveline Baseball services or products for any reason and upon any cause of action shall be limited to and shall in no event exceed the sum of the greater of one-hundred dollars (\$100.00) or, in the event that your dispute or claim arises from your purchase of services or products, the cost of such disputed services or products (i.e., the amount you paid to Driveline Baseball for such services or products). This limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, non-infringement, and other causes of action or allegations.

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Driveline Baseball may provide sports training, wellness, physical training, fitness, nutrition and other related information, applications, and content. If so, then it is intended only to assist users in their personal training, wellness, physical fitness, nutrition and sports efforts. Driveline Baseball is not a medical organization and cannot – and does not – give you medical advice or a medical diagnosis. Nothing contained in the Driveline Baseball website or online services should be construed as medical advice or a medical diagnosis. Any information and reports generated by Driveline Baseball should not be interpreted as a substitute for physician consultation, evaluation, treatment, or good sense and personal judgment about one’s own condition.

Participating in any type of sports has inherent risk of injury. The risk of injury from participation in a fitness regimen and/or from the performance of any exercise is significant, including the potential for catastrophic injury or death. You should and must consult a medical professional before undertaking any fitness regimen or exercise program, including any exercises or techniques set forth or described on this website. Any text, pictures, and description set forth in this website or in other online or in-person services is for educational purposes only (e.g., the information illustrates and explains various fitness-related and exercise techniques) and does not advise that you or any other website user undertake or perform any particular technique or exercise. You agree that you will not undertake or perform any exercise or technique described in this website or otherwise by Driveline Baseball until and unless you consult with and are cleared by a medical doctor in relation to such participation. All users of this website, online

services and/or the other products and services of Driveline Baseball are specifically warned to seek professional medical advice prior to initiating any form of sports training, physical training, or exercise regimen.