PARTICIPATION WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND MEDICAL AUTHORIZATION

McDaniel Baseball Lab LLC

Please print clearly. Complete the Player Information, Emergency Contact, and Medical Notes sections. Read this entire form. Complete the optional Photo and Video Consent only if you wish to grant it. Sign **Section A** if the Player is under 18 years of age, or **Section B** if the Player is 18 or older. Return the signed form to McDaniel Baseball Lab LLC before the Player's first session, by email at aaronmcdanielinfl@gmail.com or in person.

1. Parties and Activities

McDaniel Baseball Lab LLC is a Florida limited liability company. Aaron McDaniel is its sole member and a private baseball instructor.

"Released Parties" means McDaniel Baseball Lab LLC; Aaron McDaniel; and their owners, members, managers, officers, affiliates, employees, agents, contractors, volunteers, successors, and assigns.

"Activities" means baseball instruction and training provided by or on behalf of McDaniel Baseball Lab LLC, including first-time player evaluations, private lessons, semi-private lessons, small group training, skills clinics, team practices, related warm-up, conditioning, throwing, hitting, fielding, and base running, and the use of fields, batting cages, equipment, and facilities. Activities may take place at [Facility name], public parks, school or organization fields, rented cages or training facilities, and other sites in St. Cloud, Kissimmee, Lake Nona, Orlando, Florida, and surrounding areas.

"Player" means the person named below who will participate in the Activities.

2. Player Information

Player's full name: _____

Age: _____

Parent or guardian's full name (if Player is under 18): _____

3. Notice to the Minor Child's Natural Guardian

The following notice is given as required by section 744.301(3), Florida Statutes. It is set in uppercase type at least five points larger than, and clearly distinguishable from, the rest of the text of this waiver. It applies when the Player is a minor. If the Player is 18 or older, please also read this form carefully and sign Section B.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF MCDANIEL BASEBALL LAB LLC AND AARON MCDANIEL USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM MCDANIEL BASEBALL LAB LLC AND AARON MCDANIEL IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND MCDANIEL BASEBALL LAB LLC AND AARON MCDANIEL HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

4. Assumption of Inherent Risks

Baseball and baseball training are physical activities that involve inherent risks of injury, including serious injury or death, and of property damage. These risks cannot be eliminated even if the Released Parties use reasonable care.

Inherent risks include, but are not limited to:

- being struck by batted or thrown baseballs, including errant throws and balls leaving a cage or field;
- contact with bats, including swinging, thrown, or broken bats;
- collisions or contact with other players, coaches, or objects, including fences, screens, bases, equipment, walls, and the ground;
- slipping, tripping, falling, sliding, or uneven, wet, or worn surfaces;

- overuse and repetitive-stress injuries, including injuries to the arm, shoulder, elbow, wrist, hand, back, and legs;
- heat, humidity, sun exposure, dehydration, and other weather-related conditions common in Florida;
- equipment failure and the condition of fields, cages, equipment, and premises used for the Activities, including [Facility name] or other sites; and
- the risk that the Player or another participant may act in a negligent or intentional manner and contribute to injury, death, or property damage. For purposes of the minor-child release in Section 5, "participant" does not include the Released Parties, consistent with Fla. Stat. § 744.301(3).

I understand that other risks, known or unknown, may also be inherent in the Activities. I knowingly and voluntarily assume, for myself and, if I am signing as a parent or natural guardian, on behalf of the minor Player, the inherent risks of the Activities.

5. Release — Minor Player (Fla. Stat. § 744.301(3))

If the Player is under 18 years of age, I represent that I am the Player's parent and natural guardian, or that I have legal authority to sign this form. Under section 744.301(3), Florida Statutes, I, on behalf of the minor Player and on behalf of myself, waive and release, in advance, any claim or cause of action against the Released Parties which would accrue to the minor Player, and any claim or cause of action I may have, for personal injury, including death, and property damage resulting from an inherent risk in the Activities.

As used here, "inherent risk" has the meaning given in Fla. Stat. § 744.301(3): those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activities and which are not eliminated even if the activity provider acts with due care in a reasonably prudent manner. That term includes, but is not limited to, (1) the failure by the activity provider to warn the natural guardian or minor child of an inherent risk, and (2) the risk that the minor child or another participant in the activity may act in a negligent or intentional manner and contribute to the injury or death of the minor child. A participant does not include the activity provider or its owners, affiliates, employees, or agents.

This Section 5 is intended to waive no more than section 744.301(3), Florida Statutes, allows. It does not release claims that Florida law does not permit a parent or natural guardian to waive, including claims that do not result from an inherent risk in the Activities.

6. Release — Adult Player (18 or older)

If I am the Player and I am 18 years of age or older, I waive, release, and discharge the Released Parties from any and all claims, demands, and causes of action for personal injury, including death, and property damage arising out of or relating to the inherent risks of the Activities or the ordinary negligence of the Released Parties, to the maximum extent permitted by Florida law. I understand that this release does not, and is not intended to, release the Released Parties from liability for gross negligence, willful or wanton misconduct, or intentional acts, or from any other liability that Florida law does not permit to be released in advance.

7. Indemnity

To the extent permitted by Florida law, I agree to indemnify, defend, and hold harmless the Released Parties from and against claims, damages, losses, and reasonable expenses (including reasonable attorneys' fees) arising out of (a) my own negligence or intentional misconduct, or (b) claims brought by or on behalf of the Player or by any family member, to the extent those claims arise from inherent risks of the Activities or from my breach of this form. This indemnity is not intended to require indemnification for the Released Parties' gross negligence, willful or wanton misconduct, or intentional acts, or to waive more than Fla. Stat. § 744.301(3) allows with respect to a minor Player. If any part of this Section 7 is found to exceed Florida law or to affect the enforceability of Section 5, that part shall be modified or severed so that Section 5 remains in force.

8. Health and Fitness Acknowledgment

I represent that the Player is in suitable physical condition to participate in the Activities, and that I have disclosed, in the Medical Notes section below or in writing to McDaniel Baseball Lab LLC, any injury, illness, allergy, disability, or other medical or physical condition that may affect the Player's safe participation. I will tell the instructor, before a session, about any new pain, injury, or condition. I understand that a player with arm, shoulder, or elbow pain should not throw until cleared by a parent or guardian and, when appropriate, a health-care provider. I understand that the Released Parties are not medical professionals and do not provide medical diagnosis or treatment, except for reasonable emergency assistance as described below.

9. Medical Treatment Authorization

In the event of an injury or medical emergency, I authorize the Released Parties to provide or obtain first aid and to seek emergency medical treatment for the Player, including transportation to a medical facility. I authorize emergency medical personnel and health-care providers to provide diagnosis and treatment that they determine to be necessary. I understand that I remain responsible for all costs of medical care, transportation, and related expenses, and that the Released Parties are not responsible for those costs. I have provided emergency contact information below and will keep it current.

10. Photo and Video

McDaniel Baseball Lab LLC may record video or take photographs during a session solely to give the Player coaching feedback. That instructional material will be shared only with the Player's family, unless you give the optional consent below.

Optional marketing consent. This consent is separate from the rest of this form. You may decline it and the Player may still participate. Check the box only if you agree:

☐ I voluntarily grant McDaniel Baseball Lab LLC and Aaron McDaniel permission to use photographs or video of the Player, and the Player's first name, in the Lab's website, social media, printed materials, or other promotional media. I may revoke this marketing consent at any time by emailing aaronmcdanielinfl@gmail.com, and revocation will apply going forward.

11. Governing Law; Entire Agreement; Severability

This form is governed by the laws of the State of Florida, without regard to conflict-of-law rules. Any dispute arising out of or relating to this form or the Activities shall be brought in the state courts of Florida, in a Florida county where the Activities giving rise to the dispute occurred or in another Florida county of proper venue. If any provision of this form is held invalid or unenforceable, the remaining provisions will continue in effect. If any provision would cause the minor-child release in Section 5 to waive more than Fla. Stat. § 744.301(3) allows, that provision shall be modified or severed to the minimum extent necessary so that Section 5 remains enforceable.

This form applies to the Player's current and future participation in the Activities with McDaniel Baseball Lab LLC, unless I revoke it in a signed writing delivered to the Lab, except that a revocation does not affect activities that already occurred. This form is the entire agreement on the subjects it covers. I have read this form completely and carefully, I understand it, and I sign it voluntarily. I understand that I have the right to refuse to sign this form, and that McDaniel Baseball Lab LLC may refuse to let the Player participate if I do not sign.

12. Emergency Contact and Medical Notes

Emergency contact name: _____

Relationship to Player: _____

Emergency contact phone: _____

Medical notes (injuries, conditions, allergies, medications, or other information the instructor should know; write “none” if none):

_____

_____

_____

Sign only the section that applies. Reprint the player's name, then sign in ink.

Player's full name: _____

SECTION A — Parent or Natural Guardian of a Minor Player (under 18)

I am the parent and natural guardian of the minor Player named above, or I have legal authority to sign this form. I have read this entire form, I understand it, and I sign it voluntarily on behalf of myself and the minor Player.

Parent/guardian printed name

_____

Signature of parent or natural guardian

_____

Date

_____

SECTION B — Adult Player (18 or older)

I am the Player named above. I am 18 years of age or older. I have read this entire form, I understand it, and I sign it voluntarily on my own behalf.

Adult Player printed name

_____

Signature of Adult Player

_____

Date

_____