

# PRODUCT LIABILITY DISCLAIMER

C25 Training, LLC (the “Company”) offers its weighted baseball, resistance throwing band, and scap loader products (the “Products”) with the terms, conditions and notices as follows. The following terms and conditions apply to all sales and

## **Uses of the Products.**

Please review carefully before using the Products. These terms and conditions include limited warranties and disclaimers of liabilities. Keeping, using or allowing use of the Products indicates your agreement to these terms. If you do not wish to agree to these terms, you have 30 days from the date of purchase to return the unused Products.

## **Terms of use**

The Products are offered to you conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein.

## **Exclusive Uses and Limitations**

The Products have been designed for training catchers only in accordance with certain training methods established by and recommended by the Company.

The weighted baseballs are intended to be used only for training activities and purposes involving the throwing, blocking and receiving of the weighted baseballs by catchers projected from a mechanical pitching machine, in accordance with and only in connection with the recommended training protocols, activities and training methods and limitations set forth by C25 Training LLC. Under no circumstances should you use the Products for hitting with a bat or other object or in any other manner not set forth by C25 Training LLC.

Any person using the Products should at all times be outfitted, equipped and wearing a catcher’s helmet, a chest protector that meets the National Operating Committee on Standards for Athletic Equipment (NOCSAE), shin guards, and a cup when using the Products.

The Products were neither designed nor manufactured as a product for lethal purposes. The Products may not be used for unlawful purposes and that use, as well as any use not in accordance with the methods, protocols, activities, purposes and limitations set forth by C25 Training LLC is expressly prohibited under the terms and conditions of its use.

The Products should not under any circumstances be used except under the personal supervision of a professional training instructor, who can assess and determine the capabilities of the trainee and impose appropriate limitations for the use of the Products, based upon such assessment.

Use of the 6oz, 7oz, and 8oz weighted baseballs may cause excess wear and tear on mechanical pitching machines. C25 Training LLC is not liable for any damages to pitching machines.

## **Use limitation**

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell, any information, software, products or services obtained, from the Company or its products.

## **Limited Replacement Warranty**

The Products are warranted against any manufactured defect for a period of twelve (12) months from date of purchase.

## **High Risk Activity**

Use of the weighted baseballs for training purposes as outlined herein and particularly when shot out of a mechanical pitching machine is an activity associated with a high level of risk. Those risks include, but are not limited to serious physical injury, disability and/or death. You use the Products and engage in the training with the Products at your own risk

#### **Assumption of Risk**

**BY BUYING, USING, OR ALLOWING THE USE OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO WHEN THE WEIGHTED BASEBALLS ARE SHOT OUT OF A MECHANICAL PITCHING MACHINE, YOU UNDERSTAND AND AGREE THAT YOU ARE ENGAGING IN A HIGH RISK ACTIVITY AND, TO THE EXTENT PERMITTED BY LAW, YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF DEATH OR OTHER PERSONAL INJURY OR DISABILITY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE COMPANY INCLUDING BUT NOT LIMITED TO EQUIPMENT MALFUNCTION FROM WHATEVER CAUSE, OR ANY OTHER FAULT OF THE COMPANY. ADDITIONALLY, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING FROM SUCH HIGH RISK ACTIVITIES OR ANY OTHER USE OR MISUSE OF THE PRODUCTS.**

#### **Limitation Of Liability**

As set forth above under the limited warranty provisions, the Company's liability is limited to repair or replacement of the Products which are returned to it in the specified period of time. In no event shall the Company's liability exceed the value of the Products sold. In no event shall the Company be liable for any direct, indirect, punitive, incidental, special or consequential damages whatsoever arising out of or connected with the use or misuse of any the Products.

#### **Warning**

In association with the Product, the Company makes no warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, of title, or of non-infringement of third party rights.

Use and misuse of Products sold by the Company involves serious risks including injury, disability and death. Purchasers assume all risks.

#### **Inspect Before Each Use**

This product must be inspected for use to ensure it has not been damaged in shipment. If damaged, do not use and immediately return the product to the Company for a replacement.

#### **Entire Obligation**

The PRODUCT LIABILITY DISCLAIMER document states the entire obligation of the Company with respect to the Products. If any part of this disclaimer is determined to be void, invalid, unenforceable or illegal, including, but not limited to the warranty disclaimers and liability disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effect.

#### **Applicable Law**

Your order from the Company and this disclaimer statement are governed by the laws of the province of the State of New York. You hereby consent to the exclusive jurisdiction and venue of the Supreme Court, Suffolk County, New York, in all disputes arising out of or relating to the use of the Products. Use of the Products is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

#### **Modification of Terms and Conditions**

The Company reserves the right to change the terms, conditions, and notices under which it's Products are offered.