

THE MOUND METHOD

Jack Brandon Priory

BASEBALL PITCHING PROGRAM PARTICIPATION AGREEMENT ASSUMPTION OF RISK - RELEASE & WAIVER OF LIABILITY - PARENTAL CONSENT - PITCH COUNT & ARMCARE ACKNOWLEDGMENT

PLEASE READ CAREFULLY. THIS AGREEMENT AFFECTS LEGAL RIGHTS.

Athlete Name

Date of Birth

Age

Effective Date

This Agreement applies to all baseball pitching instruction, throwing programs, ArmCare programs, strength and mobility recommendations, drills, workouts, video analysis, online programming, video calls, electronic communications, remote coaching, camps, and in-person instruction provided by **Jack Brandon Priory, individually and doing business as The Mound Method** ("Instructor"). The Mound Method is primarily a remote and online baseball pitching program. In-person instruction, when offered, may occur at Little League fields, public fields, parks, training facilities, or other baseball facilities in Pennsylvania.

1. VOLUNTARY PARTICIPATION & ASSUMPTION OF RISK

Baseball pitching, throwing, strength and conditioning, mobility exercises, ArmCare, drills, workouts and other athletic activities involve inherent and other risks that cannot be completely eliminated. Risks include shoulder and elbow injuries; UCL and other ligament injuries; tendon, cartilage, muscle, nerve and growth-plate injuries; repetitive-stress and overuse injuries; back, hip, knee, ankle, wrist and hand injuries; strains, sprains, soreness and fatigue; injuries caused or aggravated by throwing while fatigued or sore; excessive workload; improper performance of drills or exercises; undisclosed outside throwing or training; equipment; being struck by a baseball, bat or other object; slips, trips, falls and collisions; field, facility, surface and environmental hazards; aggravation of existing or unknown conditions; serious bodily injury; permanent impairment or disability; and, although unlikely, death. I knowingly and voluntarily accept and assume the inherent and other risks associated with participation in The Mound Method.

Parent/Adult Participant Initials

2. ONLINE & REMOTE COACHING ACKNOWLEDGMENT

Most instruction occurs remotely. Jack Brandon Priory cannot physically supervise every session, workout, drill or exercise. Remote coaching limits his ability to independently observe the Athlete's physical condition, fatigue, soreness, pain, complete workload, training environment, equipment, exercise execution, medical condition or compliance. The Athlete and parent/legal guardian are responsible for a safe training environment, appropriate equipment and appropriate supervision for a minor Athlete.

Parent/Adult Participant Initials

3. PITCH COUNT, THROWING LOAD & ARM CARE ACKNOWLEDGMENT

THIS SECTION IS PARTICULARLY IMPORTANT FOR YOUTH PITCHERS.

A game pitch count does not represent the Athlete's entire throwing workload. Total throwing load may include game and warm-up pitches, bullpens, practices, long toss, flat-ground work, lessons, camps, showcases, travel and school baseball, position-player throwing, catching, velocity training, independent throwing, and throwing with other coaches. **Jack Brandon Priory and The Mound Method cannot independently know or control all throwing performed outside The Mound Method.** The Athlete and parent/legal guardian agree to accurately and promptly disclose games pitched, pitch counts, innings, bullpens, practices, camps, showcases, other lessons/programs, school/travel/tournament activity, velocity programs, significant position-player throwing, soreness, fatigue, pain, previous/current injuries, medical restrictions, return-to-play restrictions, and relevant healthcare-provider recommendations. Failure to accurately disclose this information may result in recommendations based on incomplete or inaccurate information.

Parent/Adult Participant Initials

4. MULTIPLE TEAMS, COACHES, CAMPS & PROGRAMS

Participation with multiple teams, instructors, camps, showcases, trainers or pitching programs can result in overlapping workloads. Jack Brandon Priory cannot control instructions, pitch counts, throwing requirements or recommendations provided by others. The Athlete and parent/legal guardian are responsible for communicating these activities and managing total workload.

5. PITCH COUNTS, REST & RECOVERY

Pitch counts, throwing limits, recovery periods and rest recommendations are designed to manage workload and reduce risk but cannot guarantee an Athlete will remain injury-free. The Athlete and parent/legal guardian are responsible for complying with applicable league, school, tournament, team, governing-body and medical restrictions. The Mound Method does not override a more restrictive rule or medical restriction.

6. ARM CARE ACKNOWLEDGMENT

ArmCare, mobility, strengthening, recovery, warm-up and injury-risk-reduction exercises may be incorporated into The Mound Method. These activities are intended for athletic development and cannot guarantee prevention of injury. ArmCare programming is not medical treatment, physical therapy or rehabilitation.

Parent/Adult Participant Initials

7. PAIN, SORENESS & INJURY REPORTING

The Athlete agrees not to hide, minimize or intentionally fail to report pain or injury. Significant pain, unusual soreness, numbness, tingling, weakness, loss of motion, swelling, significant fatigue, injury or other concerning symptoms should be promptly communicated. The Athlete should stop the applicable activity if significant pain or concerning symptoms occur. Jack Brandon Priory may modify or suspend programming and may request appropriate medical clearance before resuming particular activities.

Parent/Adult Participant Initials

8. NO MEDICAL SERVICES

Jack Brandon Priory provides baseball pitching instruction and athletic programming. Services through The Mound Method do not constitute medical diagnosis, medical treatment, physical therapy, rehabilitation, medical clearance, medical advice or a medical return-to-play determination. Appropriate healthcare professionals should address injury, pain, medical conditions, rehabilitation and return to play.

9. NO PERFORMANCE OR INJURY-PREVENTION GUARANTEE

Individual athletic results vary. Jack Brandon Priory and The Mound Method make no guarantee concerning pitching velocity, command, performance, injury prevention, playing time, team or varsity selection, recruiting, scholarships, collegiate or professional opportunities, or any particular athletic outcome.

10. RELEASE AND WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY PENNSYLVANIA LAW, the undersigned adult Participant and/or parent/legal guardian, with respect to the undersigned's own legally releasable claims, knowingly and voluntarily releases, waives and discharges Jack Brandon Priory, individually and doing business as The Mound Method, from claims, demands, causes of action, damages, losses, expenses or liabilities arising out of or relating to participation in The Mound Method.

THIS RELEASE IS EXPRESSLY INTENDED, TO THE FULLEST EXTENT PERMITTED BY PENNSYLVANIA LAW, TO INCLUDE CLAIMS ALLEGING ORDINARY NEGLIGENCE BY JACK BRANDON PRIORY AND/OR THE MOUND METHOD.

To the fullest extent permitted by Pennsylvania law, this release applies to legally releasable claims relating to online programming, remote coaching, video calls and analysis, mechanical recommendations, throwing programs, pitch-count/workload recommendations, ArmCare, strength or mobility recommendations, workouts, drills, independent performance of programming, in-person instruction, camps or clinics conducted by the Instructor, equipment or field/training conditions within the scope of the Instructor's activities, failure to disclose workload, pain, soreness, fatigue, injury or medical restrictions, and participation in outside baseball activity while participating in The Mound Method. Nothing attempts to release liability that cannot legally be released.

Parent/Adult Participant Initials

11. IN-PERSON LESSONS & THIRD-PARTY FACILITIES

In-person instruction may take place at Little League fields, public parks, schools, private facilities or other third-party locations in Pennsylvania. Unless expressly stated otherwise, Jack Brandon Priory and The Mound Method do not own, operate, maintain or control these facilities. Separate rules may apply, and use of a facility does not imply sponsorship, endorsement or affiliation.

12. EMERGENCY MEDICAL AUTHORIZATION FOR MINORS

If an emergency occurs during an in-person lesson involving a minor Athlete, I authorize Jack Brandon Priory to contact emergency medical services and take reasonable action to obtain emergency medical assistance when circumstances reasonably require it and a

parent/legal guardian cannot immediately act. I understand that I am responsible for resulting medical or transportation costs.

Emergency Contact

Relationship

Phone

Medical Info

13. VIDEO SUBMISSION & ONLINE COACHING CONSENT

I authorize pitching, throwing, training and workout videos of the Athlete to be submitted to Jack Brandon Priory and The Mound Method for private coaching, video analysis, mechanical evaluation, progress evaluation, program development, instruction and program administration. Submitted videos may be retained as reasonably necessary. Private submission does not automatically authorize public use.

14. OPTIONAL PHOTO, VIDEO & SOCIAL MEDIA AUTHORIZATION

PUBLICITY CONSENT IS OPTIONAL AND IS NOT REQUIRED TO PARTICIPATE.

YES. I authorize appropriate photographs and/or baseball training videos depicting the Athlete to be used for instructional, educational, website, advertising, marketing and social-media purposes.

NO. I do not authorize photographs or videos depicting the Athlete to be publicly used for marketing, advertising or social-media purposes.

Initials

15. COMMUNICATION WITH MINOR ATHLETES

I authorize Jack Brandon Priory to communicate with my minor child as reasonably necessary for baseball instruction, pitching feedback, scheduling, video analysis and administration of The Mound Method.

Parent/Guardian Email

Parent/Guardian Phone

16. PARENT/LEGAL GUARDIAN CONSENT & SIGNATURE REQUIREMENT

For an Athlete under 18, appropriate parent/legal guardian consent is required. If the Athlete has **two parents and/or legal guardians who have legal authority to consent, BOTH must review and sign this Agreement** before participation. If there is **only one parent or legal guardian whose consent and signature are legally required**, only that person is required to sign. By completing the certification below, that person represents that he or she is the only parent/legal guardian whose consent and signature are legally required. Jack Brandon Priory and The Mound Method are entitled to rely upon this certification unless provided information to the contrary.

I certify that I am the sole parent/legal guardian whose consent and signature are legally required for this Athlete's participation in The Mound Method.

17. PENNSYLVANIA LAW & SEVERABILITY

This Agreement shall be interpreted and governed by Pennsylvania law. If any provision is determined invalid, unlawful or unenforceable, it shall be limited or severed to the extent necessary and the remaining provisions shall remain effective to the fullest extent permitted by law. Nothing is intended to waive or release a right or claim Pennsylvania law does not permit to be waived or released.

18. ACKNOWLEDGMENT OF UNDERSTANDING

By signing below, I acknowledge that I have carefully read this Agreement; understand the risks of baseball pitching and athletic training and the limitations of remote coaching; understand responsibilities concerning pitch counts, total workload, outside throwing, camps, showcases, teams, training, soreness, pain, fatigue and injuries; understand that ArmCare, workload management and pitching programming cannot guarantee prevention of injury; understand that this Agreement contains assumption-of-risk and release-of-liability provisions; have had the opportunity to ask questions; and sign voluntarily.

ELECTRONIC SIGNATURES

Complete the fields below. These fields accept typed electronic signatures. If you use DocuSign, Adobe Acrobat Sign, or another e-signature service, map its signature/initial controls to the corresponding labeled fields.

Athlete Name

Athlete Signature

Athlete Date

Parent/Legal Guardian #1 Printed Name

Parent/Legal Guardian #1 Relationship

Parent/Legal Guardian #1 Signature

Parent/Legal Guardian #1 Date

Parent/Legal Guardian #2 Printed Name

Parent/Legal Guardian #2 Relationship

Parent/Legal Guardian #2 Signature - required if two legally authorized parents/guardians exist

Parent/Legal Guardian #2 Date

Jack Brandon Priory Signature

Instructor Date

IMPORTANT LEGAL NOTICE: No liability waiver can guarantee that a lawsuit cannot be filed or that every provision will be enforceable. The enforceability of releases, particularly those involving minors, depends on Pennsylvania law and the specific circumstances. This Agreement should be reviewed and approved by a Pennsylvania-licensed attorney before use.

THE MOUND METHOD

Baseball Pitching Development - Online Programming - Video Analysis - ArmCare