

Fastpitch Masters

Terms and Conditions

This site is owned and operated by Fastpitch Masters, LLC ("we", "us", "our" or "Fastpitch Masters") located at 4220 S. Hocker Dr., Suite 210, in Independence, Missouri. Fastpitch Masters, LLC provides its services to you ("Customer", "you") subject to the following conditions. All Fastpitch Masters camps, tournaments and clinics will hereafter be referred to as event(s).

If you visit or shop at our website or any other affiliated websites, you affirmatively accept the following conditions. Continued use of the site constitutes the affirmative agreement to these terms and conditions.

Fastpitch Masters reserves the right to change the terms, conditions, and notices under which the Fastpitch Masters sites and services are offered, including but not limited to the charges associated with the use of the Fastpitch Masters sites and services.

Fastpitch Masters Skills Camp COVID-19 Hold Harmless

As a participant in any way in a Fastpitch Masters LLC Master Skills Camp, you acknowledge, appreciate, and agree that:

1. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume all full responsibility for my participation.
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

Fastpitch Masters COVID-19 Master Skills Camp Guidelines

Please note, that in addition to the below guidelines, all parents/guardians of under-aged participants are required to sign a Hold Harmless Agreement for the camp.

All Fastpitch Masters Skills Camps will be operated with personal safety in mind. We are working with the facility and county/city officials to make sure that our Master Skills Camps follow all guidelines to allow everyone that attends an opportunity to enjoy the camp while in a safe environment.

Fastpitch Masters believes that there will be a time soon when all restrictions will be relaxed back to previous levels. Until that time arrives, we ask that everyone follow the below guidelines while visiting the facility.

Fastpitch Masters uses several different venues to host our Master Skills Camps so all the guidelines may be slightly different depending on the specific facility you are at. Bear in mind that Fastpitch Masters may be tied to do anything that the facility sets as guidelines as of the day of the camp. Please be flexible and understanding as we work hard to provide a safe and enjoyable experience for the athletes!

Parents

1. Parents can sit and watch camp, provided they can find space that allows sufficient social distancing. We ask that you limit to only 1 parent per athlete with no siblings, when possible. Some facilities have maximum allowances. Some areas of the county are requiring masks be worn by all spectators. We will be bound to whatever the facility guidelines are as of the date of the camp.
2. Who should not visit the camp?
 - a. Anyone classified as “high risk” due to underlying health problems.
 - b. If you show signs of any illness, please stay home.
 - c. If you answer yes to any of the following questions:
 - i. Have you had contact with anyone in the past 14 days that has been diagnosed with COVID-19?
 - ii. Have you had a fever, cough, or shortness of breath in the past 14 days?
 - iii. Have you or anyone in your immediate household been in contact with someone that has visited a restricted travel location listed by the CDC in the past 14 days?

Participants

1. Each athlete must provide their own equipment for the camp. This may include glove, softball, bat, batting helmet, catcher’s equipment, etc. **There will be no sharing of equipment at camp!** Public beverages may not be available at camp. Please bring your own water jugs!
2. PPE – Anyone wishing to use personal protective equipment (PPE) while at the camp will be allowed to do so provided it does not compromise the safety of the player or other participants. PPE may include masks, glasses, and gloves.
3. Sanitary needs – Athletes will need to have their own sets of hand sanitizer and anti-bacterial wipes to disinfect any playing equipment.
4. There will be no handshakes, high fives, or other physical touching.

Fastpitch Masters COVID-19 Cancellation & Reschedule Policy

General Information

- Fastpitch Masters does not cancel its Master Skills Camps. However, considering the current situation the Nation finds itself in due to the COVID-19 pandemic, Fastpitch Masters recognizes that unusual circumstances may arise. If a Master Skills Camp is rescheduled due to a last minute COVID-19 shutdown, you agree that Fastpitch Masters has the right to reschedule said camp to a later date in the same camp season (winter runs November 1 – February 15). If you can not attend the new date of the camp, please follow the directions below regarding a team or individual sign-up.

Team Entries

- There are no refunds or credits toward future camps for individual team athletes unable to attend. If for some reason an athlete is unable to attend, you may replace an athlete with another athlete. Anyone contacting us will be referred to the representative of the team that signed up. If a complete team is forced to remove themselves from a camp due to COVID-19, we will issue to the team representative that signed up the team a coupon code, good for 18 months from date of issue, worth 100% of the paid value of the team's entry.

Individual Entries

- Athletes not wishing to attend a camp due to COVID-19 **must notify Fastpitch Masters in writing** before the date of the camp. If this notice is received **at least 7 days before the date of the camp**, the athlete may request either a coupon code, good for 18 months and worth 100% of paid value, **OR**, athletes may request a refund, minus a \$25 admin fee, per athlete. There are certain costs involved when entering a Master Skills Camp that this admin fee is applied to. Any requests received under 7 days before the date of the camp are only eligible for a coupon code!

1. Copyright

1.1. All content on this site, such as text, graphics, logos, button icons, images, data compilations and software, is the property of Fastpitch Masters and is protected by international copyright laws. The compilation of all content on this site is the exclusive property of Fastpitch Masters and is protected by international copyright laws. All software used on this site is the property of Fastpitch Masters and is protected by international copyright laws.

2. Services & Conditions

2.1. Fastpitch Masters shall not be held liable for any delay or failure to provide service(s) at any time. In no event shall Fastpitch Masters, LLC, its officers, Directors,

Employees, Shareholders, Affiliates, Agents or Providers who furnishes services to customer in connection with this agreement or the service be liable for any direct, incident, indirect, special, punitive, exemplary or consequential damages, including but not limited to loss of data, loss of revenue, profits or anticipated profits, or damages arising out of or in connection to the use or inability to use the service. The limitations set forth herein apply to the claimed founded in Breach of Contract, Breach of Warranty, Product Liability, Tort and any and all other liability and apply whether or not Fastpitch Masters was informed of the likely hood of any particular type of damage.

2.2. Fastpitch Masters makes no warranties of any kind, written or implied, to the service in which it provides.

2.3. Fastpitch Masters provides prepaid services only.

2.4. Customer agrees to the exclusive jurisdiction of the courts of Jackson County in the state of Missouri in the United States of America for any and all legal matters.

2.5. Fastpitch Masters reserves the right to eject any Customer (Individual or Team) at any time with or without notice; especially if Customer is found to be in violation of Fastpitch Masters Terms & Conditions. You agree that Fastpitch Masters shall not be liable to you or to any third party for any modification, ejection or discontinuance of a tournament.

3. Weather Cancellation Policy

3.1. Since Fastpitch Masters holds their events in an indoor facility, we are unlikely to postpone an event for **ANY** weather-related reason. However, Fastpitch Masters reserves the right to cancel, postpone, or change the times of an event. If a player is unable to attend due to the change and they notify us 7 days prior to the start of the rescheduled event date, then they will be issued a 100% credit towards a future event. We will generate a coupon code specific to the player giving them 18 months to enter a future event. It will be completely their responsibility to keep track of the code and get signed up for another event. If they lose the code, or do not use it within 18 months, they will forfeit the credit. There are no refunds given under any circumstances. **NO SHOWS** will not receive a credit.

4. Team Cancellation/Refund Policy

4.1. Refunds are not issued by Fastpitch Masters under any circumstances. If an entire team is unable to attend and notifies us 14 days prior to the event, we will issue a coupon code for the entire team, good for 18 months, to be used at a future camp.

4.2. There are no refunds or credits toward future camps on individual athletes unable to attend. If for some reason an athlete is unable to attend, you may replace an athlete with another athlete. Anyone contacting us will be referred to the representative of the team that signed up.

5. Event Cancellation Procedure

5.1 Refunds are not issued by Fastpitch Masters under any circumstances.

5.2 A player must provide written notice of cancellation to info@fastpitchmasters.com at least 7-days prior to the start of the event to receive a 100% credit toward a future event. If a team has signed up using the team discount, the person that signed up the team may transfer an entry to a different player prior to the date of the camp (we will need to know who is not coming and who is taking their place), **or** provide us with the name, email address and phone number of the player not able to attend and we will forward the credit for a future camp directly to them.

5.3 If a player provides 7-day notice of cancellation they may use 100% of their credit towards a future Fastpitch Masters event. We will generate a coupon code specific to the player, giving them 18 months to attend another event. It will be completely their responsibility to keep track of the code and get signed up for another event. If they lose the code, or do not use it within 18 months, they will forfeit the credit.

5.4 If a player has a last-minute emergency and notifies us that they will not be attending prior to the event, they may receive a 50% credit towards a future event. We will generate a coupon code specific to the player, giving them 18 months to attend another event. It will be completely their responsibility to keep track of the code and get signed up for another event. If they lose the code, or do not use it within 18 months, they will forfeit the credit.

5.5 Fastpitch Masters reserves the right to cancel, postpone, or change the times and/or date of an event. If a player is unable to attend due to the change and they notify us prior to the start of the rescheduled event date, then they will be issued a 100% credit towards a future event. We will generate a coupon code specific to the player giving them 18 months to enter a future event. It will be completely their responsibility to keep track of the code and get signed up for another event. If they lose the code, or do not use it within 18 months, they will forfeit the credit. There are no refunds given under any circumstances. **NO SHOWS** will not receive a credit.

6. Discounts and Special Promotions

6.1 We reserve the right, without notice, to discount our price for a team, league or organization. Once you have entered an event, the price you paid becomes final. We would encourage you to check with the head coach of your team and see if they are interested in bringing the team prior to entering the event.

6.2 We will at times offer one day sales and promotions for events. Once you have entered an event, the price that you paid becomes final. There are no refunds or adjustments offered for sales that take place prior or after a sales promotion.

7. Spectators

7.1 We encourage parents and coaches to attend and watch their athletes participate in our events. Unfortunately, all of the facilities we use may not have seating available.

7.2 Due to the NCAA, NAIA and NJCAA recruiting rules we ask that you **DO NOT** speak to the college coaches regarding your athlete.

7.3 Team coaches attending the event are not allowed to recruit for their summer team. If we feel this is happening, you will be asked to leave. That includes speaking to the other parents.

8. Participants in Fastpitch Masters LLC Activities and Programs

8.1 In consideration of your use of the Fastpitch Masters LLC Site, you confirm that you have read this Terms and Conditions agreement, fully understand its terms, and that you acknowledge, appreciate, and agree to the following:

8.2 The risk of injury from the Fastpitch Masters LLC sponsored activities and programs referenced herein, activities and programs including but not limited to Fastpitch Softball, whether such injury results from the acts and/or omissions of other activity or program participants, the acts and/or omissions of activity or program administrators, including but not limited to, officials, referees, umpires, judges, coaches, instructors, etc., the condition, integrity, performance, design, manufacture, composition, or other attributes or characteristics of any equipment used before, during or after the activity or program, the enforcement or lack thereof of rules or guidelines governing the activity or program, and/or the condition of any property, environment, location, surface or playing field on or in which the activity or program is conducted, is significant and foreseeable, and such risk includes the potential for permanent injury, paralysis, or death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of such injury remains; and

You know, are conversant with and fully understand the circumstances, environment, rules and customary characteristics of the activity or program and you knowingly and freely assume all risks relating thereto, including those identified in Paragraph 1 above, both known and unknown, even if such risks arise from the negligence of Fastpitch Masters LLC or others, and you assume full responsibility for your participation in the activity or program; and

You willingly agree to comply with the stated and customary terms and conditions for participation in the activity or program. If, however, you observe any hazard during your activity or program presence or participation which could cause a risk of injury, permanent injury, paralysis, or death, you will remove yourself from the activity or program and immediately bring such hazard to the attention of any activity or program administrator, official, referee, umpire, judge, coach, or instructor; and

You, for yourself and on behalf of your heirs, assigns, personal representatives and next of kin, agree to release and agree to indemnify and hold harmless Fastpitch Masters LLC, their officers, agents, affiliates, subsidiaries, employees, coaches, instructors, and other activity or program participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity or program, with respect to any and all injury, disability, death, or loss or damage to person or property associated with your activity or program presence or participation, whether arising from the negligence of Fastpitch Masters LLC or otherwise, to the fullest extent permitted by law.

9. Parents/Guardians of Minors Participating in Fastpitch Masters LLC Activities and Programs

(MINORS UNDER AGE 18 AT TIME OF REGISTRATION)

9.1 In consideration of your use of the Fastpitch Masters LLC Site, you confirm that you have read this Terms of Use, fully understand its terms, and that you acknowledge, appreciate, and agree to the following:

9.2 You certify as parent/guardian with legal responsibility of this Minor Participant, that you acknowledge, appreciate, and understand that the risk of injury to this Minor Participant from the Fastpitch Masters LLC sponsored activities and programs referenced herein, activities and programs including but not limited to Fastpitch Softball, whether such injury results from the acts and/or omissions of other activity or program participants, the acts and/or omissions of activity or program administrators, including but not limited to, officials, referees, umpires, judges, coaches, instructors, etc., the condition, integrity, performance, design, manufacture, composition, or other attributes or characteristics of any equipment used before, during or after the activity or program, the enforcement or lack thereof of rules or guidelines governing the activity or program, and/or the condition of any property, environment, location, surface or playing field on or in which the activity or program is conducted, is significant and foreseeable, and such risk includes the potential for permanent injury, disability, paralysis, or death, and while the Minor Participant's particular skills, equipment, and personal discipline may reduce this risk, the risk of such injury to the Minor Participant remains; and

You know, are conversant with and fully understand the circumstances, environment, rules and customary characteristics of the activity or program;

You, for yourself and on behalf of your heirs, assigns, personal representatives and next of kin, do hereby waive and release the Fastpitch Masters LLC, and their officers, agents, affiliates, subsidiaries, employees, and other activity or program participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity or program, any and all claims you have or may have in the future, including claims for payment or reimbursement of monies paid in furtherance

of medical care and treatment provided to the Minor Participant, arising from the Minor Participant's participation in the activity or program, even if such arise from the negligence of Fastpitch Masters LLC or others,

Lastly, you as parent/guardian with legal responsibility of the Minor Participant agree to indemnify and hold harmless the Fastpitch Masters LLC, their officers, agents, affiliates, subsidiaries, employees, and other activity or program participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity or program, from any and all claims by Minor Participant and all liabilities arising from Minor Participant's involvement in the activity or program as provided above, even if arising from the negligence of Fastpitch Masters LLC, their officers, agents, affiliates, subsidiaries, employees, coaches, instructors, and other activity or program participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity or program, to the fullest extent permitted by law.