

# Terms and Conditions

This site is owned and operated by Sports America, LLC ("we", "us", "our" or "Sports America") located at 4220 S. Hocker Dr., Suite 210, in Independence, Missouri. Sports America, LLC provides its services to you ("Customer", "you") subject to the following conditions.

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.

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

## 1. Electronic Communications

1.1. When you visit Sports America website or send Email to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by Email or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 2. Copyright

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

## 3. Services & Conditions

3.1. Sports America shall not be held liable for any delay or failure to provide service(s) at any time. In no event shall Sports America, 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, lost 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 Sports America was informed of the likely hood of any particular type of damage.

3.2. Sports America makes no warranties of any kind, written or implied, to the service in which it provides.

3.3. Sports America provides prepaid services only.

3.4. 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.

3.5. Sports America 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 Sports Americas Terms & Conditions. You agree that Sports America shall not be liable to you or to any third party for any modification, ejection, or discontinuance of a tournament.

## **4. Locations & Playability**

4.1. Unfortunately, due to circumstances beyond our control, locations of the tournament may change at the last minute.

4.2. Likewise, due to circumstance beyond our control, including weather, game times for the tournament are liable to change at the discretion of the tournament director.

4.3. Changes in the above may be communicated through phone call, text, email or notice through our Rainout Line.

4.4. Game times for a tournament may begin as early as 8 am on Thursday and run through Sunday evening.

4.5. In the event of a holiday weekend, games may be played through Monday.

4.6 In regard to 1-Day Shoot Out 1-day tournaments; due to weather or other circumstances, games may be played on Sunday. It is our goal that every team will only ever play on 1 day per weekend.

## **5. Tournament Cancellation Policy**

5.1. Request must be submitted in writing by the head coach of record as listed on USSSA.

- 5.2. More than 4 weeks before start date of tournament - Full refund minus \$25 admin fee.
- 5.3. Less than 4 weeks but more than 2 weeks before tournament start date – Full refund minus \$50 admin fee.
- 5.4. Less than 2 weeks before start date of tournament – NO REFUNDS.
- 5.5. If, for any reason not covered above, a refund is issued, a \$50 administrative fee will be assessed.
- 5.6 Refunds may take up to 30 days from the date of the tournament to be processed.

## 6. Rain out Refund Policy

### 6.1. Weekend Tournament Rain Out Refund Policy

- 6.1a. No games started, full refund minus \$50 (\$50 will be waived if entry is moved to another Sports America Tournament prior to July 20th).
- 6.1b. One game started, 50% refund.
- 6.1c. Two games started, **NO REFUND**.
- 6.1d. All USSSA Sanction Berths and points will be awarded.
- 6.1e. Trophies will be awarded.
- 6.1f. Team Rosters must be online on USSSA.com.
- 6.1g. Refunds may take up to 30 days from the date of the tournament to be processed.

### 6.2. 1-Day Shoot Out Rain out Refund Policy

- 6.2a. No games started. Full refund minus \$50 (\$50 will be waived if entry is moved to another Sports America Tournament prior to July 20th).
- 6.2b. One game started, **NO REFUND**.
- 6.2c. All USSSA Sanction Berths and points will be awarded.
- 6.2d. Trophies will be awarded.
- 6.2e. Refunds may take up to 30 days from the date of the tournament to be processed.

## 7. Insurance Claims

7.1. Teams playing in all Sports America LLC tournaments are required to carry Team Insurance, be it through USSSA or any other pertinent entity.

7.2. Any claims made **MUST** be done in the following order:

1. Personal Insurance
2. Team Insurance
3. Tournament's Insurance

## 8. Site Policies, Modification & Severability

8.1. We reserve the right to make changes to our site, policies, and these Terms & Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## 9. General Complaints

9.1. Please send reports of activity in violation of these Terms & Conditions to [sportsamericausa@yahoo.com](mailto:sportsamericausa@yahoo.com). Sports America will reasonably investigate incidents involving such violations. Sports America may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may involve criminal and civil liability.