

# Terms of Service

*Blueprint Fastpitch • Effective May 15, 2026*

Welcome to Blueprint Fastpitch. These Terms of Service (the "Terms") govern your access to and use of the websites, applications, training services, athlete portals, content, and related offerings (collectively, the "Services") provided by Blueprint Fastpitch ("Blueprint Fastpitch," "we," "us," or "our"). By accessing or using the Services, registering an account, booking a session, or enrolling an athlete, you agree to be bound by these Terms. If you do not agree, do not use the Services.

*Please read these Terms carefully. They include important provisions regarding assumption of risk, release of liability, dispute resolution, and limitations on our liability. Athletic training carries inherent risk of injury.*

## 1. About Blueprint Fastpitch

Blueprint Fastpitch provides high-level fastpitch softball training and athletic development services, including in-person instruction, technology-assisted assessment, performance tracking, training plans, online content, and related products. Our positioning, "Development by Design," reflects a long-term, data-driven approach to athlete development. Specific Services available to you depend on your enrollment, location, and the package or membership you select.

## 2. Eligibility and Account Registration

### 2.1 Adults

To create an account or purchase Services on your own behalf, you must be at least 18 years of age and capable of forming a binding contract under applicable law.

### 2.2 Minors

Most of our athletes are under the age of 18. If you are under 18, you may only use the Services with the involvement and consent of a parent or legal guardian. A parent or legal guardian must register the account, accept these Terms on the minor's behalf, and remain responsible for the minor's use of the Services.

### 2.3 Parent and Guardian Responsibility

By registering an athlete who is a minor, you represent that you are the athlete's parent or legal guardian, that you have authority to enter into these Terms on the athlete's behalf, and that you agree to be jointly and severally responsible for the athlete's compliance with these Terms, including all payment obligations and conduct expectations.

## 2.4 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. Notify us promptly at [info@blueprintfastpitch.com](mailto:info@blueprintfastpitch.com) if you suspect any unauthorized use of your account.

## 3. Booking, Payments, and Cancellations

### 3.1 Booking

Sessions, evaluations, memberships, camps, and other Services may be booked through our website, athlete portal, or in person. All bookings are subject to availability and confirmation by Blueprint Fastpitch.

### 3.2 Fees and Payment

You agree to pay all fees associated with the Services you purchase, including applicable taxes. Prices are stated at the point of purchase and may change from time to time. Payment is processed through third-party payment processors; by submitting payment information, you authorize us and our payment processors to charge your selected payment method.

### 3.3 Recurring Memberships

Certain Services may be offered on a recurring (e.g., monthly) subscription basis. By enrolling in a recurring plan, you authorize Blueprint Fastpitch and its payment processor to automatically charge your payment method on each renewal date until you cancel. You may cancel a recurring plan in accordance with the cancellation terms presented at signup or by contacting [info@blueprintfastpitch.com](mailto:info@blueprintfastpitch.com).

### 3.4 Cancellations, Reschedules, and No-Shows

Unless a different policy is presented at the time of booking, the following applies:

- Cancellations or reschedules made at least 24 hours before the scheduled session are eligible for rescheduling at no additional charge.
- Cancellations or reschedules made less than 24 hours before the scheduled session may be charged in full and are not eligible for a refund.
- No-shows will be charged in full and are not eligible for a refund or makeup.
- Blueprint Fastpitch reserves the right to cancel or reschedule sessions due to weather, facility issues, instructor availability, or other circumstances. In such cases, you will be offered a reschedule or, at our discretion, a credit or refund for the affected session.

### 3.5 Refunds

Except as expressly stated in these Terms or required by applicable law, all payments are non-refundable. Refund eligibility for camps, clinics, packages, and memberships is described at the point of sale.

## 4. Assumption of Risk

You understand and acknowledge that participation in fastpitch softball training and related athletic activities involves inherent and unavoidable risks, including but not limited to: contact with balls, bats, equipment, surfaces, or other participants; strains, sprains, fractures, concussions, dental and eye injuries; cardiovascular events; and other serious physical injury or, in rare cases, death. These risks cannot be eliminated regardless of the care taken by Blueprint Fastpitch, its coaches, or staff.

By using the Services, you (and, in the case of a minor, the parent or guardian on the minor's behalf) knowingly and voluntarily assume all such risks, both known and unknown, and assume full responsibility for participation.

## 5. Release and Waiver of Liability

To the fullest extent permitted by applicable Nebraska law, you (and, in the case of a minor, the parent or guardian on behalf of themselves and the minor) hereby release, waive, discharge, and covenant not to sue Blueprint Fastpitch, its owners, officers, employees, coaches, contractors, and agents (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by you or the participant, or to any property, while participating in or otherwise using the Services, whether caused by the negligence of the Released Parties or otherwise.

*Note: Liability releases involving minors are interpreted differently from state to state. This section should be reviewed by a Nebraska-licensed attorney to confirm enforceability and to consider a separate, signed waiver for in-person participation.*

## 6. Health, Medical, and Physical Readiness

You represent that you (or the participating minor) are in good physical condition, have no medical condition that would prevent safe participation, and have obtained any medical clearance you deem advisable before participating. You agree to disclose to Blueprint Fastpitch any condition that may affect safe participation. In the event of an injury or medical emergency, you authorize Blueprint Fastpitch to seek emergency medical assistance on the participant's behalf, at the participant's (or parent's/guardian's) cost.

## 7. Athlete Conduct and Code of Behavior

We expect athletes, parents, guardians, and other site users to interact respectfully with coaches, staff, other athletes, and facility property. The following are prohibited:

- Harassment, discrimination, threats, or bullying of any kind.
- Performance-enhancing drugs or other substances banned by the relevant governing body.
- Damage to equipment or facilities, or interference with sessions.
- Disruptive, unsafe, or unsportsmanlike behavior.

Blueprint Fastpitch may, at its discretion, suspend or terminate participation by anyone who violates these standards, without refund.

## **8. Intellectual Property**

The Services, including all training plans, drills, videos, written content, software, dashboards, graphics, logos, trademarks (including "Blueprint Fastpitch" and "Development by Design"), and other materials, are owned by Blueprint Fastpitch or its licensors and are protected by intellectual property laws. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for personal, non-commercial purposes.

You may not copy, reproduce, modify, distribute, publish, license, sell, or create derivative works of our content, training plans, or methodology without our prior written consent. You may not record, livestream, or rebroadcast sessions without our prior written consent.

## **9. User Content and Performance Data**

If you submit content to the Services (for example, video, photos, comments, notes, or feedback), you grant Blueprint Fastpitch a non-exclusive, royalty-free, worldwide license to host, store, process, and display such content as needed to provide the Services to you.

Performance data captured during training (for example, exit velocity, spin rate, vertical jump, 10-yard split) is used to deliver the Services and may also be used by Blueprint Fastpitch in de-identified, aggregated form to improve coaching, training plans, and product offerings, as further described in our Privacy Policy.

## **10. Photo, Video, and Media Release**

From time to time, Blueprint Fastpitch may take photos or video at training sessions, camps, or events. Unless you opt out in writing by emailing [info@blueprintfastpitch.com](mailto:info@blueprintfastpitch.com), you grant Blueprint Fastpitch permission to use such photos and video for promotional, marketing, and instructional purposes. Opting out applies on a going-forward basis and does not require us to remove previously distributed materials.

## 11. No Guarantee of Results

Blueprint Fastpitch is committed to a data-driven, long-term approach to athlete development. However, athletic performance depends on many factors outside our control, including effort, consistency, genetics, growth, nutrition, sleep, and other commitments. We do not guarantee any specific athletic outcome, scholarship, roster spot, recruiting result, or performance benchmark. Statements about results, testimonials, and progress represent individual experiences and are not promises of similar results for any other athlete.

## 12. Third-Party Services

The Services may integrate with or link to third-party services (for example, payment processors, scheduling tools, video platforms, analytics tools, and motion-capture or sensor providers). Your use of those services is governed by their own terms and privacy policies. Blueprint Fastpitch is not responsible for third-party services.

## 13. Prohibited Conduct

You agree not to:

- Use the Services for any unlawful purpose or in violation of these Terms.
- Attempt to gain unauthorized access to any account, system, or data.
- Interfere with or disrupt the integrity or performance of the Services.
- Use automated means (bots, scrapers) to access the Services without our written permission.
- Reverse engineer, decompile, or attempt to extract source code from the Services.
- Impersonate any person or misrepresent your affiliation with any person or entity.

## 14. Termination

We may suspend or terminate your access to the Services at any time, with or without notice, if we believe you have violated these Terms or that termination is necessary to protect Blueprint Fastpitch, our staff, our athletes, or other users. You may stop using the Services at any time. Sections that by their nature should survive termination (including intellectual property, disclaimers, limitations of liability, indemnification, and dispute resolution) will survive.

## 15. Disclaimers

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, BLUEPRINT FASTPITCH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY CONTENT OR PERFORMANCE DATA IS ACCURATE OR COMPLETE.

## 16. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, BLUEPRINT FASTPITCH AND THE RELEASED PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUES, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNTS YOU PAID TO BLUEPRINT FASTPITCH IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO PORTIONS OF THIS SECTION MAY NOT APPLY TO YOU.

## 17. Indemnification

You agree to defend, indemnify, and hold harmless Blueprint Fastpitch and the Released Parties from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) your use of the Services, (b) your violation of these Terms, (c) your violation of any law or the rights of any third party, or (d) any content you submit.

## 18. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Nebraska, without regard to its conflict of laws principles. Any dispute arising from or relating to these Terms or the Services will be brought exclusively in the state or federal courts located in Nebraska, and you consent to the personal jurisdiction of those courts. You and Blueprint Fastpitch each waive the right to a trial by jury to the maximum extent permitted by law.

*Many softball training businesses choose to add a mandatory arbitration clause with a class-action waiver. That is a meaningful legal decision and is best made with counsel. This template uses court-based dispute resolution.*

## 19. Changes to These Terms

We may update these Terms from time to time. The "Effective" date at the top of these Terms indicates when they were last revised. If we make material changes, we will use reasonable efforts to notify you (for example, by email or a notice on the Services). Your continued use of the Services after the updated Terms take effect constitutes acceptance of the changes.

## **20. Miscellaneous**

These Terms, together with our Privacy Policy and any policies presented at the point of purchase, constitute the entire agreement between you and Blueprint Fastpitch with respect to the Services. If any provision of these Terms is held to be unenforceable, the remaining provisions will remain in full force and effect. Our failure to enforce any right or provision will not be deemed a waiver. You may not assign these Terms without our prior written consent; we may assign them in connection with a merger, acquisition, or sale of assets.

## **21. Contact**

Questions about these Terms can be sent to:

Blueprint Fastpitch

Email: [info@blueprintfastpitch.com](mailto:info@blueprintfastpitch.com)