

## **Swimtastic Swim School Policies, Procedures, Release of Liability and Fee Agreement**

It is critical that you understand the Policies, Procedures, Release of Liability and Fee Agreement of our school to ensure each student has a fun, rewarding and safe experience when learning to swim.

### **Class Times**

Each small group, semi-private or private lesson is 25-30 minutes in length, one day per week. A class is held at the same time and day of the week, each week.

### **Tuition and Fees**

Tuition is due in full at the time of registration.

### **Registration**

There are no registration deadlines at Swimtastic Swim School. Students registering for classes can join us at any time subject to available capacity. Registrations that are started in the middle of a month or semester will be pro-rated. You are only charged for the remaining classes in that semester or month. A \$27 registration fee per student (discounts are available for additional students) will be charged when your student(s) are registered in classes. Each student pays this fee a maximum of once per calendar year. Except for special programs, this fee will be charged annually for all students to cover the cost of managing the registration process.

### **Semester Payment Details**

When you register for a semester full payment is due at the time of registration. Prices are pro-rated for mid semester signups. You will only be charged for the remaining classes. If registering multiple students, a 10% discount is applied to the 2<sup>nd</sup> student and a 20% discount is applied to the 3<sup>rd</sup> student and above.

### **Preferred Client Monthly Program**

The preferred client monthly program locks in your price for as long as you choose. This program has a built in 10% discount with a 12-month commitment. After the initial registration, payments are deducted automatically each month. Tuition is billed monthly. The monthly billing amount may vary based on the number of weeks in the calendar month. As long as you remain in the program you will not pay additional registration fees and your lesson price will not change. Once you are enrolled in classes, you will continue to be billed monthly until you notify us of your desire to withdraw from classes. You will also receive unlimited family swims and one free stroke clinic each year. Tuition and benefits may differ per location.

### **Cancelling the Preferred Client Program**

To cancel your enrollment in the program please complete the Swimtastic cancellation form. In order to avoid being charged for the next month of lessons, you must withdraw your student on or before the 20th of each month. If you cancel before the 12-month commitment is met, you will be charged a one-month termination fee.

### **Refunds**

Any cancellations within 48 hours of payment can receive a full refund. Other than that please realize when you enroll your student in classes you are reserving a slot for your child that is in high demand. By reserving this spot you are agreeing to pay for your reserved spot independent of your child's attendance. It is your responsibility to make sure that your vacations, appointments and other activities do not interfere with the classes for which you have enrolled. Swimtastic Swim School will offer no tuition refunds for classes missed for any reason.

### **Credits**

In the case of illness, your account can be credited for the classes missed. Credits can only be issued when a doctor's medical excuse is received. The credit will be applied to future tuition

and cannot be converted to cash or transferred to any other party. If a class is missed due to a non-illness you may stop at the front desk and we will give you a family swim pass to come in and practice free of charge during our family swim hours.

### **Teacher and Class Changes**

We do our best to accommodate specific teacher requests. However, specific requests for teachers are not guaranteed. Teacher substitutions, modifications and changes can occur at the sole discretion of Swimtastic Swim School. If classes are not booked full, we reserve the right to combine classes to fill the class. We reserve the right to cancel, change your lesson day, time, or level at any time at our sole discretion.

### **Make-up classes**

Swimtastic Swim School does not offer make up classes for any reason.

### **Timeliness**

Please be on time for class. Classes begin and end at very specific times. Please arrive early enough so that your child has time to stop by the bathroom, get changed and get their equipment ready before class begins. If you are more than 10 minutes late for the beginning of class, you will not be allowed to join class that day. Having a student jump in after class has begun requires us to back-up and review what we have already started for the day. This is not fair to the other students in the class.

### **Moving to The Next Class Level**

Every student will learn skills at different rates. You should never look at another student and wonder why your child isn't learning at the same pace. Swimming is a skill that takes time, patience and plenty of practice. Therefore, students will be evaluated regularly to determine if they have mastered the skills associated with a particular class level. Teachers will promote students to the next level when they believe they are ready.

### **Changing Areas, Restrooms and Locker Rooms**

If a parent wants to accompany a child in a single sex changing room, restroom or locker room, mothers of boys older than five years old and fathers of daughters older than five years old are not allowed to do so. If the parent wants to accompany the child in this situation, they must use family changing rooms. Locks left on lockers overnight will be cut off and the locker's contents will be bagged and placed in the lost and found.

### **Swimsuits**

All students must wear appropriate swimwear.

### **Swim Diapers**

All students under the age of three or that are not potty-trained are required to wear a reusable (non-disposable) swim diaper. Reusable diapers have a tighter fit, which helps to avoid accidents in our pools. A swimsuit or a pair of shorts should be worn over the diaper. Even a small accident in the pool can close the pool down for as long as 24 hours.

### **Swim caps**

Any student that has hair long enough to get in their eyes, face or mouth is required to wear a swim cap. This enhances the comfort of our swimmers. Swim caps are available at the Swimtastic Swim Shop.

### **Towels**

You must bring your own towel. Towels are not provided.

### **Watching Lessons in Dedicated Facilities**

Spectators may watch from the defined viewing area during their child's class. Spectators are not

allowed in the pool area during classes. A parent/guardian must remain at the facility during lessons.

### **Watching Lessons in Hosted Facilities**

A parent/guardian must remain on the pool deck during their child's lesson at hosted facilities. There will be no unaccompanied children. Our goal is to give your child the best learning experience possible so we ask you to refrain from interrupting your child's class.

### **Food and Snacks**

GLASS IS NEVER ALLOWED ON THE POOL DECK. To keep the pool area clean, food and drink are not allowed in the pool area at any time.

### **Crying Children**

An upset child will calm much quicker when they realize they must focus on the teacher and Mom or Dad will return when they stop crying. Unless requested by the teacher, please remain in the lobby (Dedicated Facilities) or at a distance on the deck (Hosted Facilities).

### **PLEASE KEEP YOUR EYES ON THE POOL**

Although we have small classes and attentive teachers it only takes an instant for a child to slip underwater. If this occurs, please alert us in any way possible. And if this occurs (and it does) the impact of the event will depend on the reaction of the parent. If you can keep your momentary concern concealed behind a smiling, encouraging face there is a very good chance that your child will recover very quickly from the incident. We want to keep our students safe at all times and nothing works better than the helpful eyes of their parents on their activities.

### **WAIVER AND RELEASE OF LIABILITY**

PLEASE READ CAREFULLY BEFORE ACCEPTING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS. I am the parent/guardian of the participant(s) or I am the participant that will be enrolled in swimming lessons with Swimtastic Swim School. I understand that swimming is a hazardous activity. I recognize that there are risks inherent in the sport of swimming, including but not limited to paralyzing injuries and death. The participant agrees to participate in swimming activities at Swimtastic Swim School and hereby agrees to indemnify and hold harmless Swimtastic Swim School, its management, directors and agents, franchisees, members, associates, employees and owner/operators against any liability resulting from any injury that may occur to the participant while participating, independent of the cause of the injury. The participant also agrees to indemnify the Swimtastic Swim School, its management, directors and agents, franchisees, members, associates, employees and owner/operators against any damages arising from any claims, demand, action or cause of action by the participant, independent of the cause of the damages.

The parent/guardian of the participant or the participant authorizes any representative of the Swimtastic Swim School, franchisees or owner/operators to have the participant treated in any medical emergency during their participation. Further, the participant and/or parent/guardian agrees to pay all costs associated with any medical care and transportation for the participant.

### **CONSENT FOR EMERGENCY MEDICAL TREATMENT**

In the event of a medical emergency, the undersigned Parent/Guardian of the participants listed below, hereby grants authorization to the Swimtastic Swim School, its management, directors and agents, franchisees, its members, associates and employees and owner/operators, to employ any legally licensed physician or health care facility on behalf of the participant, and to direct and/or order emergency medical treatment for the participants. Each of the undersigned also agrees that neither the Swimtastic Swim School, franchisees, owner/operators nor any of their

respective representatives, shall be liable under any circumstances to anyone for exercising the foregoing authority in the event of an emergency.

**PROMOTIONAL MATERIAL**

I understand that photos and video are occasionally taken at the Swimtastic Swim School for promotional and marketing purposes. I agree that my likeness or comments, my student's likeness or comments or the likeness or comments of any member of my family may be used by Swimtastic Swim School in Swimtastic Swim School's promotional and marketing materials in any form.

I HAVE CAREFULLY READ ALL OF THE ABOVE INFORMATION, ACCEPT AND ACKNOWLEDGE IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND SIGNIFICANCE. BY CLICKING ACCEPT HERE, I UNDERSTAND THAT THE INFORMATION PRESENTED WILL GOVERN MY RELATIONSHIP AND MY PARTICIPANT(S) RELATIONSHIP WITH SWIMTASTIC SWIM SCHOOL. MY ACCEPTANCE HERE SUPERSEDES ANY OTHER AGREEMENT, WRITTEN OR ORAL, THAT MAY HAVE BEEN PRESENTED TO ME WITH RESPECT TO MY RELATIONSHIP WITH SWIMTASTIC SWIM SCHOOL.

The "Additional Entities" included within the term "Releasees" above include, but are not limited to the following: 24 Hour Fitness USA, Inc, 2DSS, Inc, AAIS, Inc, Albiero Swimming Institute, LLC, AquaLife Atlanta, LLC, Aquatic Animals, LLC, Aquatic Locomotion, LLC, Aquatics Projects Hosted, LLC, Aquatics Projects, LLC, B to B Eastlake, LLC, Catch Swim Schools, LLC, Colorado Swimmer, LLC, CP Swim, LLC, Cutting-Edge Aquatics, Inc, Dajael Inc, DFW Swim I.M., LLC, Esmesh Investments, LLC, Esmesh Retail Solutions, LLC, Feet 2 Fins, LLC, Feet to Fins, LLC, HDH Swim Schools, LLC, JCH Sports, LLC, KBSquared, kidsluvs, LLC, L2S, LLC, LANMEK, Inc LLC, Learn to Swim, LLC, Lilintahl, LLC, Machine Aquatics, LLC, Moon Jelly, LLC, Newman Badger, LLC, Propulsion Inc, Quicksilver, LLC, SafeSplash Aurora LLC, SafeSplash Meridian LLC, SafeSplash Parker LLC, SafeSplash San Jose LLC, SafeSplash Swim School Parker, LLC, Sorrento Entertainment, LLC, Southeastern Swim Schools, LLC, SRIJI BIZ, LLC, Stotan, LLC, Swim Corp. Inc., Swim Labs HC, LLC, Swim Like a Champion, Swim Performance, LLC, Swim Ray, Inc., LLC, Swim Sobo, LLC, Swim University, SwimComp, Inc, SwimLabs Fort Collins, LLC, SwimLabs, LLC, SwimPro LLC, Swimtastic Fox Cities, Inc, Swimtastic Swim School, Inc, SwimTex, LLC, Tadpole Swim Schools, LLC, Thide LLC, TK Swim School LLC, Westchester Swim Studios Inc, White Cap, LLC, Wise Monkey, Inc, Streamline Brands, LLC, SafeSplash Brands, LLC, SafeSplash Holdings, LLC, Fitness & Sports Clubs, LLC and Fitness International, LLC.

Copyright 2018 Swimtastic Swim School. Swimtastic Swim School Franchises are available. Visit [www.Swimtastic.com](http://www.Swimtastic.com) for more information. This information is not intended as an offer to sell a franchise. It is for informational purposes only. Certain states regulate the offer and sale of franchises. If you are a resident of one of those states, we will not offer you a franchise unless and until we have complied with applicable pre-sale registration and disclosure requirements.