

SwimLabs® Swim School Policies & Procedures and Waiver & Release of Liability

It is critical that you understand the Policies & Procedures and Waiver & Release of Liability of our swim school ("Swim School") which is an independently owned and operated business within the SwimLabs® franchise system, to ensure each student has a fun, rewarding and safe experience when learning to swim.

POLICIES & PROCEDURES

REGISTRATION & PAYMENT:

Registration

There are no registration deadlines at the Swim School. Students registering for lessons can join us at any time subject to available capacity. A registration fee per swimmer (with a limit per family) will be charged when each swimmer is booked for a lesson. All swimmers will be charged this registration fee, which covers the cost of managing the registration and booking process. The registration fee is non-refundable and non-transferable.

Monthly Tuition

Tuition is billed monthly. The monthly billing amount may vary based on the number of weeks in the calendar month. Tuition is billed for the upcoming month on the 25th of the current month. Once you are enrolled in classes or monthly private or semi-private lessons, you will continue to be billed monthly until you notify us of your desire to withdraw from classes (see "Withdrawing From Monthly Lessons" below). Tuition for your first month will be prorated according to the number of classes left in the month and will be billed immediately.

Withdrawing from Monthly Lessons

To withdraw from monthly lessons, log in to your account via the customer portal on the SwimLabs website (www.swimlabs.com) and complete the withdraw option for your student. You may also withdraw over the phone. Withdrawal notifications received via email are not valid. In order to avoid being charged for the next month of lessons, you must withdraw your student on or **before the 15th** of the prior month. If you submit a withdrawal form between the **16th and the 24th** of the prior month, we can remove your student/students from lessons with a \$30 per swimmer late withdrawal fee. Withdrawals that are submitted between the **25th and the end of the prior month** can be removed from lessons and we will refund **50%** off your tuition with no late withdrawal fee. Withdrawals submitted between the **1st and 7th** of the same month as the lesson(s) can be removed from lessons and we will refund **25%** of their tuition with no late withdrawal fee. Withdrawals submitted after the **7th** of the same month as the lesson (s) there will be **no refund**.

Date of Withdrawal	Before the 15 th of the prior month	Between the 16 th and the 24 th of the prior month	Between the 25 th and the end of the prior month	Between the 1 st and the 7 th of the same month as the lesson(s)	After the 7 th of the same month as the lesson(s)
Per swimmer	No charge for following month	\$30 withdrawal fee	50% tuition refund	25% tuition refund	No refund

Packages and Other Programming

Packages may be purchased for private, semi-private, or "Build Your Own Group" private swim lessons. Fees for these packages and SwimJams, TeamPreps, Clinics, and other special programming will be billed immediately. Each time you arrive for a lesson, a lesson is deducted from your package or program. It is your responsibility to make sure that your vacations, appointments and other activities do not interfere with lessons or programs you have scheduled. We do not offer refunds for any packages or programs purchased. All packages expire after one year from the date of purchase.

Trial Classes

In some cases, trial classes may be offered by the Swim School. In order to book a trial class, a registration form must be submitted, and all policies, procedures, waivers and other standard terms and conditions must be agreed to by the participant or guardian of the participant before he or she can participate in the trial class.

Cancellations and Refunds

For all package lessons, we require 24-hour notice to cancel or reschedule a lesson. If less than 24-hour notice is given, you will be charged a cancellation fee of \$25 for non-Elite Coaches and \$40 for Elite Coaches per absence. It is your responsibility to make sure that your vacations, appointments and other activities do not interfere with the lessons for which you have scheduled. We do not refund cancellation fees. We will not offer any tuition refunds for lessons missed for any reason. In addition, registration fees and late withdraw fees are non-refundable.

Credits/Make-ups

In the case that a facility is closed due to inclement weather or maintenance, your account will be credited for the lesson(s) cancelled or a make-up class may be scheduled. If the student is sick, your account can be credited, or a make-up class can be scheduled as long as a doctor's note is provided within one week of the missed class. All credits will be applied to future tuition for lessons at the Swim School and cannot be converted to cash or transferred to any other party. Credits and make-ups may only be used at the SwimLabs location at which they were given (credits are not transferrable to another location). Credits expire one year after the date they were applied to the account. If you opt for a

make-up class, it must be scheduled within a week of the original missed class and is subject to availability as determined by the Swim School. All make-up classes are dependent on availability.

Methods of Payment

Electronic payments are the only payment methods accepted by the Swim School. Electronic payments include credit cards, debit cards and EFT/ACH transfers (electronic transfers from your bank account where you supply us with your bank routing number and account number). Checks and cash are not accepted. You are responsible for making sure your form of payment remains current. Should your form of payment lapse for any reason, your student(s) may be withdrawn from classes at the sole discretion of the Swim School.

Tuition Paid by Third Party

Tuition can be paid through a third party and require a third-party payer agreement to be signed by the primary party. A credit card is required to be on file for all customers paying for swim lessons via a third party. Customers are responsible for tuition if the funding expires or we do not receive the payment from the third party.

OTHER IMPORTANT POLICIES & PROCEDURES

Class Times

Unless otherwise noted, each group, semi-private, and private lesson is 30 minutes in length. Monthly lessons are held weekly at the same time and day of the week. Private and semi-private lessons purchased via packages are scheduled based on the swimmer's preference and the availability of our schedule. Clinics and other programming length may be different and are scheduled at various times throughout the year.

Timeliness

Please arrive early enough so that your student has time to stop by the bathroom, get changed, and get equipment ready before class begins. To avoid class disruptions, if the student is more than 10 minutes late, he or she will not be allowed to join class that day.

Instructor and Class Changes

We do our best to accommodate specific instructor requests. However, specific requests for instructors are not guaranteed. Instructor substitutions, modifications, and changes can occur at the sole discretion of the Swim School. If classes are not booked to capacity, 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.

Moving to the Next Class Level

Students are rewarded with ribbons and promoted to the next class level upon demonstration of skills required at each level. Every student will learn skills at different rates. Therefore, students will be tested for their ribbons when their instructors believe they are ready.

Changing Areas and Restrooms

Children under the age of four (4) must be accompanied by a parent/guardian in a changing room or restroom. Children who are four (4) years or older can use the changing room or restroom on their own if they are capable. SwimLabs employees will not assist swimmers in the changing room or restroom. It is the parent/guardian's responsibility to take care of all restroom and changing room needs of the swimmer.

Swimsuits

Anyone entering the pool is required to wear appropriate swim apparel. Street clothing is not permitted. While it is not required, we highly recommend that little girls wear one-piece swimsuits.

Swim Diapers

All students who are not fully potty-trained and all students under the age of three (3) are required to wear a swim diaper. A swimsuit should be worn over the diaper. Even a small accident in the pool can close the pool for as long as 24 hours. **If in doubt, PLEASE do not take the chance.** Non-disposable swim diapers are available online at www.swimlabs.com and at the Swim School. If a pool must be closed due to your child's accident, you will be assessed fees for revenue lost due to the closure. Please do your best to avoid an accident during the lesson.

Swim Caps

Any student who has hair longer than chin length is required to wear a swim cap. Swim caps are available online at www.swimlabs.com and at the Swim School.

Goggles

Unless otherwise directed by their instructor, all students should have a pair of goggles at every class. We do not offer loaner goggles. Goggles are available for purchase online at www.swimlabs.com and at the Swim School.

Towels

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

Watching Lessons in Dedicated Facilities

Each participant's parent(s)/guardian(s) must remain at the facility during the entire duration of each lesson. Spectators may watch from the specified viewing area during their participant's class. Spectators are not allowed in the pool area during classes except when requested by the instructor or during the designated time for Splash-N-Tell®. If you have questions or requests for the instructor, you may ask them during the designated time at Splash-N-Tell® week or leave a note at the front desk for the instructor.

Food and Snacks

Food and drink are not allowed on the pool deck at any time. The only exception to this rule is bottled water in a non-glass container.

WAIVER & RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE ACCEPTING. THIS IS A WAIVER & RELEASE OF LIABILITY OF CERTAIN LEGAL RIGHTS. Your use of any facilities, services, equipment or premises used by a SwimLabs swim school, including but not limited to the Swim School (collectively, the "Facilities"), and your participation in or visit to the Swim School's program, involve the risk of injury to you and/or your child, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, including catastrophic injuries such as drowning and death. You understand and voluntarily accept these risks and agree that the Swim School, SafeSplash Holdings and its affiliates, the owners and operators of the Facilities, all of the Additional Entities listed below, and all such parties' respective officers, directors, employees, volunteers, property owners, managers, agents and independent contractors (collectively, "Releasees") will not be liable for any injury (including, without limitation, personal bodily or mental injury), economic loss or any other damage (collectively, "Losses") to you, your spouse, child, guests, unborn child(ren), or relatives, whether caused by the active or passive negligence of any of the Releasees or otherwise or by anyone at or using the Facilities, and that the Releasees may not be held liable for any Losses resulting from defective products.

If there is any claim by anyone for any losses that involves you or your guest, you agree to 1) defend the Releasees against such claim and 2) indemnify the Releasees, Fitness International, LLC and its affiliates and 24 Hour Fitness USA, Inc and its affiliates relating to any Losses arising from such claim to the fullest extent under applicable law.

In addition to the terms above, you represent that you and your child are in good physical condition and that there is no medical condition or impairment that might prevent you or your child from participating in swim instruction or using the Facilities. You further acknowledge that none of the Releasees has not given you or your child medical advice related to your physical condition and ability to participate. If you have any health or medical concerns now or later, discuss them with your doctor.

CONSENT FOR EMERGENCY MEDICAL TREATMENT

In the event of a medical emergency, the undersigned Participant or Parent/Guardian of the Participant(s) listed below, hereby grants authorization to the 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 Swim School, any other SwimLabs franchisees, and any owners or operators of any Facilities, 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 grant to SafeSplash Holdings LLC, its affiliates, representatives, designees, and employees the right to take film, video, and photography of me, parties to whom I am legal guardian, any member of my family or guests, and my property in connection with the Swim School's operations, including but not limited to promotional and marketing purposes. I agree that all such film, video, and photography is owned by SafeSplash Holdings LLC and its affiliates, and that I waive any claim to royalties or compensation from SafeSplash Holdings LLC and its affiliates. Accordingly, I authorize SafeSplash Holdings LLC and its affiliates, assigns and transferees to copyright, use, and publish the same in print and/or electronically in perpetuity regardless of media/channel. I agree that SafeSplash Holdings, LLC, any of its affiliates, the Swim School, and any other SwimLabs franchisees or operators, may use such film, video, and photography of me, or any party to whom I am a legal guardian, with or without my name (and/or his/her name), and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, social media, and web content.

I HAVE CAREFULLY READ ALL OF THE ABOVE INFORMATION. I ACCEPT AND ACKNOWLEDGE IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND SIGNIFICANCE. I UNDERSTAND THAT THE INFORMATION HEREIN WILL GOVERN MY RELATIONSHIP AND THE RELATIONSHIP OF ANY PARTICIPANTS WITH THE 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 THE 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, 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 SS 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.