

Registration Form

Fill out the following information:



Date: ____/____/____ Participants Name(s):

Parent/guardian name required if swimmer under 18: _____

Address: _____ City: _____ Zip: _____

Mobile Phone: (____) _____ Home Phone: (____) _____

E-mail: _____ Birthdate(s): _____

How did you hear about us (If SwimLabs clients please list name(s)): _____

SwimLabs Littleton

RELEASE OF LIABILITY – PLEASE READ CAREFULLY BEFORE SIGNING

THIS IS A WAIVER OF LEGAL RIGHTS

In consideration of being allowed to participate in any way in the SwimLabs Swim School program, its related events and activities, I _____, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce risk, the risk of serious injury does exist; and,
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 full responsibility for my participation; and,
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 company immediately; and,
4. I irrevocably grant Inside SwimLabs permission to use and own all rights, including the copyright, to any photograph, videotape, digital image or other likeness of Participant taken while participating in the Programs. Such material may be used by SwimLabs in any medium for any purpose whatsoever; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE SwimLabs, HC Inc., their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss, or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE **(UNDER AGE 18 AT TIME OF REGISTRATION)**

If signing for a minor participant under the age of 18 at time of registration, this is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

SIGNED _____ DATE SIGNED _____
(PARTICIPANT/PARENT/GUARDIAN SIGNATURE)

Registration – We charge an annual registration fee of \$30 per family. Payment must be made at the time of registration.

Swimming Attire - *All of the following items are available for purchase at SwimLabs:

- Swimsuits - Although it is not a requirement, we recommend that girls wear one-piece swimsuits.
- Goggles - It is strongly encouraged that all swimmers wear a pair of goggles during lessons.
- Swim Caps - All swimmers with hair below their ears must wear a swim cap or must have hair in a secure ponytail.
- Swim Diapers - Children under the age of 3 or children who are not yet potty trained must wear a swim diaper. See “Accident Policy” below.

Accident Policy - If a child has a fecal accident in the water that may contain harmful bacteria or a parasite, it may cause us to close that pool for a lengthy period of time for the decontamination process. 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.

Pool Area/ Waiting Room – While your child is in a lesson, please remain in the waiting room until their lesson is finished. Please monitor your children when they are in the waiting area. We do not allow running on the pool deck or in the waiting room.

Appointment Time – Arrive on-time for your class or private lesson. Regardless of the time a swimmer arrives, lessons will not extend longer than 5 minutes past the scheduled end time (schedule permitting).

Group Lessons:

Payment –

- Automatic Monthly Payment – *Recommended for all Group Lesson clients. Payments are deducted from your account on the first business day of each month. Automatic payment is a 2-month minimum. This option allows you to enroll your child in the same class for an ongoing period of time, guaranteeing them a space in the class. **Written notice is required on the 15th of the prior month to withdraw from lessons.** We do not offer refunds for any group lessons on the automatic payment option.

Cancellations & Make-Up Policy – SwimLabs group lessons are 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 you are enrolled in. We do not pro-rate or push classes out on the schedule for missed lessons. We allow one make-up class per month. You can make-up the missed class by joining another class with availability. Please notify us of your absences and schedule the make-up within 30 days of the missed class.

Instructors - We try to keep our instructors as consistent as possible, but do not guarantee that the same instructor will teach your child’s class every week due to vacation, schedule changes, illness, etc. Our substitute policy and training allow any instructor to teach any class and know exactly what skills and progressions your child needs to be working on. Please note that it is beneficial to periodically have different instructors to enhance the learning process.

Private Lessons:

Payment –

- **Pay per lesson** – Lessons may be paid for at the time of each lesson via credit card (excluding American Express), check, or cash. The per lesson price will be charged at the time of the lesson. We require a credit card to be kept on file, taken at the time of registration, in the instance that a swim lesson is missed. See “Cancellations” below. We do not offer refunds for any private lessons.
- **Packages** – Packages may be purchased for private, semi-private, or three and four-person private swim lessons. Each time you arrive for a lesson, a lesson is deducted from your package. It is your responsibility to make sure that your vacations, appointments and other activities do not interfere with lessons you have scheduled. We do not offer refunds for any packages purchased.

Cancellations - For all private lessons, we require 24-hour notice to cancel or reschedule. **If less than 24-hour notice is given, you will be charged a cancellation fee of \$10 for your absence.** For a no call no show appointment you will be charged the full cost of the lesson. 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.

Private Lesson Scheduling – All private lessons can be scheduled with our front desk staff or online at www.swimlabs.com/littleton. You may schedule your appointments when you wish, whether you have purchased one lesson or a package of lessons. If you would like to schedule your lessons at the same time each week, please speak with our front desk staff about setting that up. Otherwise, we will not reserve that time for you on an ongoing basis. We do not arrange the groups for semi-private, three people private or four-person private lessons. You must arrange the people to fill those spots.

Instructors – Instructors for private lessons may be requested based on instructor schedule availability. However, if an instructor is not specifically requested by the client, it is not guaranteed that the client will be booked with any particular instructor ongoing.

If your credit/debit card is rejected for any reason, there will be a \$10 service fee for any rejected cards.

I have read the Policies and Procedures and agree to abide by these stated rules. I understand that SwimLabs does not offer refunds for any services and does not offer make-up lessons for missed Group Lessons.

SIGNED _____ DATE _____

**PRECAUTIONARY CORONAVIRUS DISEASE (COVID-19) PANDEMIC
WAIVER AND RELEASE OF LIABILITY**

Due to the coronavirus disease (COVID-19) pandemic, the learn-to-swim system encompassing SafeSplash Swim School®, SwimLabs®, and Swimtastic® programs (collectively “**Swim School**”) is taking extra precautionary measures with the intake of each participant and his/her parent or guardian based on practices recommended by public health officials and related organizations. With that in mind, please read this carefully before accepting.

THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS. BY SIGNING BELOW, YOU ARE ACKNOWLEDGING AND ACCEPTING THE FOLLOWING:

- I am the parent or guardian of one (1) or more participants (each a “**Participant**”) who will be enrolled in swimming lessons provided by one or more Swim School facilities.
- I, individually and on behalf of each Participant and any other person who may accompany any Participant to a Swim School facility, consent to having our temperatures taken by a representative of Swim School upon entering any Swim School facility and to any other precautionary measures taken by Swim School in striving to reduce potential exposure to COVID-19.
- I, individually and on behalf of each Participant and any other person who may accompany Participant to a Swim School facility, acknowledge and understand that Swim School and its representatives cannot guarantee that any precautionary measures taken by Swim School will fully protect anyone from being exposed to and/or contracting COVID-19 or any other contagion.
- I understand the symptoms of COVID-19 include, but are not limited to:
 - Fever
 - Fatigue
 - Cough
 - Shortness of breath
- I affirm that I, each Participant, and all of our household members do not currently have any of the above symptoms and have not experienced any of the above symptoms within the last fourteen (14) days. In the event that I, any Participant, or any of our household members experiences any of the above symptoms after I sign this release, I agree that none of us will enter any Swim School facility until fourteen (14) days have elapsed since such person has experienced such symptom(s).
- I affirm that I, each Participant, and all of our household members have not been diagnosed with COVID-19 within the last fourteen (14) days and have not been knowingly exposed to anyone diagnosed with COVID-19 within the last fourteen (14) days. In the event that I, any Participant, or any of our household members is diagnosed with COVID-19 or is knowingly exposed to anyone diagnosed with COVID-19 after I sign this release, I agree that none of us will enter any Swim School facility until fourteen (14) days have elapsed since such diagnosis or exposure.
- I affirm that I, any Participant, and all of our household members have not traveled outside of the United States, or to any location outside of our city of residence that is or has been considered a “hot spot” for COVID-19 infections within the last fourteen (14) days. In the event that I, any Participant, or any of our household members travels to any such location after I sign this release, I agree that none of us will enter any Swim School facility until fourteen (14) days have elapsed since such person(s) traveled to such location.

Accordingly, I, individually and on behalf of each Participant, agree to each statement above and I also hereby waive, release, indemnify, and forever hold harmless SafeSplash Brands, LLC d/b/a Streamline Brands and each of its franchisees, licensees, and affiliates (including parents), and their respective owner(s), directors, officers, agents, employees, representatives, successors and assigns, administrators, and executors, as well as any facility at which any Swim School program is conducted and each of their respective owner(s), directors, officers, agents, employees, representatives, successors and assigns, administrators, and executors (collectively, the “**Released Parties**”) from all liabilities and claims for any injuries, losses, death, damages, or costs (including reasonable attorneys’ and experts’ fees) to myself, any Participant, my spouse, child, guests, unborn child(ren), or relatives which arise out of or are incident to any Participant’s participation in any activities relating to the swimming lessons provided by any Swim School program or my attendance at any activities relating to the swimming lessons provided by any Swim School program, including those caused by any negligent act or omission by any of the Released Parties, by anyone at or using any facility at which any Swim School program is conducted, or as a result of a defective product. This provision will apply to ordinary acts of negligence but will not apply to gross acts/omissions of negligence, willful, or wanton acts/omissions, or those of an intentional/criminal nature.

Signature

Date