



SWIM SCHOOL OF AUSTIN POLICY ACKNOWLEDGEMENT AND UNDERSTANDING FORM

STUDENTS NAME

INITIALIIZING BELOW ACKNOWLEDGES UNDERSTANDING AND AGREEMENT TO THE POLICIES
OF THE SWIM SCHOOL OF AUSTIN

SWIM SCHOOL OF AUSTIN POLICIES

INITIAL	POLICY
	<p style="text-align: center;">OFFICE CONTACT</p> <p>When signing up online, you must contact the office within 2 business days to make payment arrangements or you will be dropped from the class. You can sign up for a class no more than 30 days prior to your desired start date.</p>
	<p style="text-align: center;">REGISTRATION FEES</p> <p>Upon enrolling at The Swim School of Austin each family wishing to be on a Month-to-Month Payment cycle pays a non-refundable \$25 registration fee for the first child and \$10 registration fee per additional sibling.</p>
	<p style="text-align: center;">MAKE-UP POLICY</p> <p>Lessons are to be taken consecutively from the swimmers start date. For this reason, we offer one make-up a month.</p> <p>To notify us that you or your child will be missing a class you can email us, call us, or stop by the office. If you call and no one answers, please leave us a voicemail. As long as the time of the call is before your class, it counts as a proper notification.</p> <p>If you do not notify the office that you or your child will be missing a class, you will not be given a free make-up even if you purchase a package.</p> <p>Month-to-Month families do not get any free make-ups, but you can purchase one for \$20.</p> <p>Make-ups are to be used before the end of your current package and must be done in a class you are not currently enrolled into. They can not be tacked onto the end of your lessons.</p>

	<p style="text-align: center;">SWIM PANTS</p> <p>Fecal contamination in or around a pool poses a serious health risk to all persons using the facility. When an accident occurs, we are forced to shut down operation for an extended period of time to properly clean and sanitize our facility. We are trying to reduce the spread of disease, and the inconvenience to swimmers whose lessons are canceled. For the health and safety of our swimmers and teachers, please heed the following guidelines:</p> <p>Children who have not yet had their THIRD BIRTHDAY are REQUIRED to wear reusable swim pants when in our pool. Due to the failure of disposable swim pants to work effectively, we must require only reusable, health department approved swim pants in our pool. The Swim School provides a wide selection of swim pants for sale in our retail area. Some styles fit under your child's swimsuit and other styles ARE your child's swimsuit. We are experts at fitting swim pants. Please do not buy a size for your child "to grow into." The elastic legs must be tight enough to contain a fecal accident.</p>
	<p style="text-align: center;">UNCONTROLABLE CLOSURE</p> <p>The Swim School makes every effort to remain open and operational in all weather and under all circumstances. There are, however, situations outside our control that make remaining open impossible or unsafe. On these rare occasions, we will extend one class credit to all students whose classes have been cancelled.</p>
	<p style="text-align: center;">ADULT SUPERVISION</p> <p>We require that the child's caregiver not leave during lessons. We rely on you in case of an emergency or a necessary bathroom break for your child. Safe supervision of your child is a problem if parents are not present when swim class is over. We rely on the parents to keep their children safe in our facility before and after lessons.</p>
	<p style="text-align: center;">PHOTO CONTEST</p> <p>I hereby authorize The Swim School of Austin to publish the photographs taken of me, and my name, for use in SSA's printed publications, training materials and website. I acknowledge that since my participation in publications and websites produced by SSA is voluntary, I will receive no compensation.</p>

COVID-19

Due to the 2019-2020 outbreak of the novel Coronavirus (COVID-19), Swim School of Austin is taking extra precautions with the care of every client to include health history review and enhanced sanitation/disinfecting procedures in compliance with CDC guidance.

Symptoms of COVID-19 include:

- Fever
- Fatigue
- Dry Cough
- Difficulty Breathing

I agree to the following:

- I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above within the last 14 days.
- I affirm that I, as well as all household members, have not been diagnosed with COVID-19 within the past 30 days.
- I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the past 30 days.
- I affirm that I, as well as all household members, have not traveled outside of the country or to any city considered to be a "hot spot" for COVID-19 infections within the past 30-days.
- I understand that [insert business name here] cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history provided by each client.

Our business is following these enhanced procedures to prevent the spread of COVID-19:

- Face masks
- Sanitizing surfaces often
- Following CDC guidelines

By signing below, I agree to each statement above and release SWIM SCHOOL OF AUSTIN from any and all liability for unintentional exposure or harm due to COVID-19.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

**THE SWIM SCHOOL OF AUSTIN CONTINUING WAIVER & RELEASE OF LIABILITY,
ASSUMPTION OF RISK & INDEMNITY, AND EMERGENCY CARE PERMISSION**

PLEASE READ CAREFULLY BEFORE SIGNING BECAUSE THIS IS A CONTINUING RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. IT ALSO GRANTS CONTINUING PERMISSION FOR EMERGENCY CARE.

In consideration of permitting me, _____ (participant), to enroll in a swim or snorkeling instructional course and/or participate in swimming, snorkeling, physical activities, and related operations conducted by any staff member(s) of The Swim School, LLC, or Scuba Venture, LLC, in the city of Austin, State of Texas, beginning on the _____ day of _____, 2_____, I agree for myself, my personal representatives, heirs and next of kin:

I HEREBY ACKNOWLEDGE that SWIMMING/SNORKELING/SCUBA DIVING, SWIM PARTIES, CLIMBING WALLS/ROPE SWINGS/AND RE LIKE ARE POTENTIALLY DANGEROUS ACTIVITIES and involves the inherent risk of serious injury (including paralysis), death and/or property damage both in and under the water as well as on the pool deck itself.

I HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE THE SWIM SCHOOL OF AUSTIN, DBA, SCUBALAND ADVENTURES, INC, their facilities, staff or any of its officers, instructors, agents or employees (the Releases) FROM ALL LIABILITY to myself, my minor child(ren), my personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID COURSE, ACTIVITIES OR ANY OTHER RELATED DIVING/SWIMMING OPERATIONS THAT MAY OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HEREBY ASSUME FULL RESPONSIBILITY for any risk of bodily injury, death or property damage, now and forever, arising out of or related to participation and/or instruction in said course, activities or any other swimming/snorkeling/scuba operations, whether caused by the negligence of Releases or otherwise.

I HEREBY ACKNOWLEDGE that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releases and agree that this waiver and Release of Liability extends to all acts of negligence by said Releases, including negligent rescue operations and is intended to be as broad and inclusive as permitted by the laws of the State in which the activities are conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I ACKNOWLEDGE that it is my responsibility to provide for my own and/or my child(ren)'s own accident and health coverage while participating in swim activities.

In the event I cannot be reached and/or am incapacitated or otherwise able to give consent, I GIVE PERMISSION FOR EMERGENCY MEDICAL, SURGICAL AND HOSPITAL TREATMENT and

	<p>procedures to be performed by a licensed physician or hospital, when deemed immediately necessary to safeguard my/my child(ren)'s health. I relieve Releases of any and all responsibility for action(s) taken by the doctor(s), hospitals, or other medical care providers in the treatment and attendance of me or my child.</p> <p>I FURTHER AGREE to indemnify and hold harmless the Releases from liability or claims, demands, damages and costs for or arising out of 1) any damage, injury, disease, sickness or death to participant or their minors, guests; or 2) any damage or loss to personal property caused by or related to the use of these facilities.</p> <p>I AGREE THAT THIS WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF THE RISK, AND CONSENT FOR EMERGENCY MEDICAL, SURGICAL AND HOSPITAL TREATMENT SHALL BE CONTINUING AND EFFECTIVE for all swimming, snorkeling, scuba, physical activities and related operations conducted by or on behalf of the above named Releases for a period of time beginning with the execution of this document and terminating at 11:59 p.m. CST, on the later of: (a) December 31 of the calendar year in which this document was signed; or (b) the 365th day after the date on which this document was signed.</p>
	<p style="text-align: center;">NO CALL / NO SHOW</p> <p>Not showing up to your confirmed first swim day without payment will result in being automatically dropped. In order to re-enroll for any class, you must pay a \$10 re-enrollment fee. It is the responsibility of the family to inform The Swim School of Austin about any days that will require a make-up credit. No shows are NOT eligible for make-up credits.</p>
	<p style="text-align: center;">PAYMENT OPTIONS</p> <p>Payments can be made online or in office. We require auto-payment enrollment.</p>
	<p style="text-align: center;">AUTO ENROLLMENT</p> <p>Families wishing to pay on a Month-to-Month basis must fill out an Auto-Enrollment form when attending your first lesson if you have not already filled out the auto-enrollment form during online registration. That month's tuition will be taken out on the 25th of every month.</p>
	<p style="text-align: center;">WITHDRAWALS</p> <p>To withdraw your student from their class you must let us know by the 15th of the current month to withdraw from the following month. You can do so by speaking with a member of our office staff.</p>
	<p style="text-align: center;">REFUNDS</p> <p>Once you have started your lessons, all payments are non-refundable.</p>

STUDENT OR GUARRDIAN SIGNATURE	DATE