

Terms of Service

Last updated: May 23, 2026

TEMPLATE NOTICE: This is a template draft. Before publishing, have a Georgia attorney review. The guarantees, payment terms, and SMS consent language are tailored to current Fin's policy; the surrounding clauses are standard boilerplate that may need state-specific adjustment.

1. Welcome and Acceptance

These Terms of Service ("Terms") govern your use of services provided by Fin's Mobile Swim School, LLC ("Fin's," "we," "us," or "our") and your visit to finswimschool.com. By booking lessons, paying for services, signing up for SMS communication, or otherwise engaging with Fin's, you agree to these Terms.

If you do not agree to these Terms, do not use our services.

2. About Fin's

Fin's Mobile Swim School, LLC is a Georgia limited liability company providing in-pool swim instruction at the client's home, HOA, or apartment-complex pool. We primarily serve families in metro Atlanta, Columbus GA, and Auburn AL. We teach all ages, with most students between 2 and 12 years old. We also teach teens and adults.

3. Services

Fin's provides one-on-one and small-group swim lessons at the client's designated pool. Lessons are scheduled in packs (3, 5, or 10 lessons) at 30 or 45 minutes per lesson. A licensed and background-checked instructor delivers each lesson following the Fin's curriculum.

4. Booking and Payment

Lesson packs are purchased upfront. We accept credit and debit card payments processed through Stripe via our Jobber platform. By providing payment information, you authorize Fin's to charge the amount of the pack you select.

Sibling discounts and group rates are applied at the time of booking and reflected in your invoice.

5. First-Lesson Satisfaction Guarantee

If, after the first lesson of a new pack, you determine that Fin's is not the right fit for your family, you may request a full refund of the remaining unused lessons in the pack. The refund request must be submitted in writing (text or email) within 48 hours of the first lesson. Once requested, the refund will be processed within 7 business days to the original payment method.

6. Pure Independence Guarantee

The Pure Independence Guarantee applies to 10-Pack purchases for students at the Tiny Tails, Splashers, or Fin Flyers levels (students age 3 and older). If, at the end of the 10-lesson pack, the student has not graduated to the next level by Fin's published graduation criteria, Fin's will provide up to 3 additional free lessons until the level is achieved.

This guarantee does not apply to Wave Makers or Big Fins levels, which involve refinement work that typically extends beyond a single pack.

7. Cancellation and Rescheduling

Lessons may be rescheduled with at least 24 hours' notice without charge. Lessons cancelled with less than 24 hours' notice may, at Fin's discretion, be charged at the full lesson rate, except in cases of illness, emergency, or unsafe pool/weather conditions.

No-shows (lessons missed without notice) are charged at the full lesson rate.

Lessons cancelled by Fin's for weather, instructor illness, or other reasons are rescheduled at no charge.

8. Weather and Pool Conditions

Lessons are cancelled or paused in the case of lightning (per the National Weather Service 30/30 rule), severe weather, or unsafe pool conditions. The instructor has final authority over whether a lesson proceeds. Cancellations for these reasons result in a no-charge reschedule.

It is the client's responsibility to maintain the pool in a safe, swimmable condition (appropriate chemistry, working pumps, intact drain covers, no debris). If a pool is determined to be unsafe by the instructor at the time of the lesson, the lesson will be rescheduled and no charge applied.

9. Parent or Guardian Responsibilities

A parent, legal guardian, or adult designee at least 18 years old must be present on the property for the entire duration of every lesson involving a minor. This is non-negotiable. Fin's instructors will not teach a minor if no adult is present.

The parent or guardian is responsible for supervising and providing for the swimmer's needs (snacks, swim diapers for children under 3, sunscreen, towels). The instructor focuses on instruction; the parent or guardian remains responsible for the child outside of active in-water instruction.

10. Acknowledgment of Risk

Swim instruction takes place in water and carries inherent risks, including but not limited to drowning, near-drowning, water-aspiration injury, slips and falls on pool surfaces, exposure to pool chemicals, and other risks associated with aquatic activities. By engaging Fin's services, the parent or guardian acknowledges these risks and accepts responsibility for the swimmer's participation.

Fin's carries general liability and professional liability insurance. A separate Liability Waiver and Acknowledgment of Risk document must be signed before lessons begin. Nothing in these Terms supersedes or replaces the terms of that waiver.

11. Photo and Video Release

A separate Photo and Video Release form is used to obtain explicit consent for the use of a student's image in Fin's marketing materials (website, social media, Google Business Profile). Fin's will not use the image of any minor without a signed release on file.

12. SMS Communication and Consent

By providing your phone number to Fin's, you consent to receive SMS messages from Fin's at the number provided. These messages may include appointment reminders, lesson confirmations, schedule changes, weather notices, payment receipts, and other transactional or informational messages related to your services.

Message frequency varies based on your lesson schedule and activity. Standard message and data rates may apply. Fin's and our SMS provider are not liable for delayed or undelivered messages.

To opt out at any time, reply STOP to any SMS from Fin's. To get help, reply HELP. After opting out, you will no longer receive SMS messages from Fin's, but you will still be responsible for any obligations under these Terms (including paying for lessons booked).

13. Code of Conduct

Fin's reserves the right to terminate the client relationship and refuse further service in cases of abusive behavior toward instructors, dishonest payment practices, repeated no-shows, or any behavior that creates a safety risk to the instructor or other parties. In such cases, unused lesson credits will be refunded at Fin's discretion.

14. Termination

Either party may end the client relationship at any time. Fin's will refund the value of any unused lessons in an active pack within 14 days of termination, subject to any outstanding obligations.

15. Limitation of Liability

To the maximum extent permitted by Georgia law, and subject to the Liability Waiver, Fin's total liability for any claim arising out of or related to these Terms or the services provided is limited to the amount you have paid Fin's for services in the 12 months preceding the claim. Fin's is not liable for indirect, incidental, special, consequential, or punitive damages.

16. Governing Law and Disputes

These Terms are governed by the laws of the State of Georgia, without regard to its conflict-of-laws principles. Any dispute arising out of or related to these Terms will be brought in the state or federal courts located in Fulton County, Georgia.

17. Changes to These Terms

Fin's may update these Terms from time to time. We will post the updated Terms on finswimschool.com with a new 'Last Updated' date. Material changes will be communicated to active clients via email or SMS. Continued use of our services after changes constitutes acceptance of the updated Terms.

18. Contact

Questions about these Terms? Contact us at:

Fin's Mobile Swim School, LLC

Email: info@finswimschool.com

Phone: 470-470-4375

Mail: [INSERT REGISTERED BUSINESS ADDRESS]

— End of Terms of Service —