

Effective 1/5/22

Ready, Set, Splash! Swim Lessons Policy Agreement

Thank you for completing and signing this Policy Agreement at the time of registration. When you sign, you agree that you understand the following:

Payment Policies

Tuition and Fees

For Private Lessons, tuition is billed by auto-draft at the time of enrollment for the first month. Thereafter, tuition is billed by auto-draft monthly on the 25th for the next month. Once you are enrolled, we bill by auto-draft monthly until you notify us of your desire to withdraw (see "withdrawing from lessons" below).

We have no additional charge when there are 5 lessons in a month, and no discount when there are three. We have chosen to address this varying week count phenomenon by setting our tuition as an annual rate divided into the year.

For Summer Group Lessons, we bill tuition by auto-draft on the 25th of the month prior to lessons starting. If the group lesson session spans several months, the next month's tuition is billed by auto-draft on the 25th of the current month.

For both Year-Round Private and Small Group Lessons and Summer Group Lessons, we will use the credit card number and expiration date you provided to us via the Customer Portal to make auto-draft payment on all fees. We kindly ask you to maintain a valid credit card number and expiration date in the Portal, and any changes or updates must be made by you through the Portal. We must assess a \$10.00 tuition late fee if the card on file is declined.

Absences and Make-ups

As you can imagine, handling absences is challenging for both you and us, so we have endeavored to provide a system that will work for everyone. To keep our business running to serve you, you understand that we cannot offer refunds for lessons missed.

For Private Lessons, we recognize **three categories** of absences and handle them as follows:

1. Holidays:

Due to the sheer number of swimmers we have scheduled on any given day, unfortunately we cannot make up or pro-rate for lessons for holiday closings.

Holidays when the pool is closed are:

- Martin Luther King Day
- Memorial Day
- Labor Day
- Christmas Eve through New Years' Day
- Easter Sunday
- 4th of July
- Thanksgiving and Black Friday

- 2. Pool closures/Weather/Instructor Absences:** We recognize that sometimes instructors become ill, go on vacation, or the pool is closed due to mechanical issues or thunderstorms or other weather conditions (See Weather Procedures below). Make-ups will always be allowed if class is missed due to an event on our end such as these. We do still ask you to make it up within three weeks of the absence to keep our schedules current.
- 3. Your Absences:** To keep our company running well to serve you, unfortunately we cannot deduct tuition for these classes missed on your end. Here is how we handle these:

One missed lesson per quarter* due to student illness or vacation is eligible for a **small group make-up class****, which you can arrange by filling out the Makeups form on our website under the Info tab (<https://readysplash.org>). Each instructor has several makeup slots available. Within those slots, make-up classes may have up to 2 other students in them depending on who else missed class that week, and it may be taught by another instructor if you choose another instructor's make-up class. To keep our schedules current, we require that the make-up be completed **within three weeks** from the date of the absence subject to our availability. Because we must pay the instructor for their time if they are present and ready to teach your class, **we cannot allow make-ups for no-shows or lessons cancelled within two hours of class.**

*(A Quarter is a 3-month period on a yearly calendar (Jan-Feb-Mar is 1st Quarter; Apr-May-Jun is 2nd Q; Jul-Aug-Sep is 3rd Q; and Oct-Nov-Dec is 4th Q).

If you are in a **multi-family year-round private lesson (e.g. there are multiple families sharing a private lesson slot), then we consider class as taught if any one of the students is present. If the other student(s) miss class, there is no make-up. If you as families collectively decide that all students will be absent, then the class can be considered for one of the quarterly make-ups.

For Summer Group Lessons: because of the number of students enrolled in group classes and the short length of group sessions, **THERE ARE NO MAKE-UPS for students missing class in summer group lessons** except for weather days. We will hold make-ups for weather days in the week following the last week of the session.

Weather Procedures

Weather cancellations must often be made at the last minute due to quickly changing conditions. If lessons are to be canceled due to inclement weather, instructors will send a text to the **primary contact's cell phone** approximately one hour before the scheduled swim lesson. If more notice is possible, it will be given, but due to the fluctuations in weather more notice cannot be guaranteed. If the lesson is begun, the lesson is considered complete. We will never cancel without attempting to contact you, so please **DO NOT** assume a cancellation if the weather is poor.

Withdrawing from Private Lessons

To withdraw from private lessons, simply fill out the Withdrawal form on our website under the Info tab (<https://readysplash.org>). For your protection, withdrawing via this online form is the only valid means of doing so; we can't accept verbal, text, or email for this purpose. In order to avoid being charged for the next month of lessons, withdraw on or before the 15th of each month. If you submit a withdrawal form between the 15th and the 24th, there is a \$30 late withdrawal fee. Withdrawals submitted between the 25th and the end of the month receive a tuition refund of 50%. Withdrawals submitted between the 1st and 7th of the next month receive a tuition refund of 25%. Withdrawals submitted after the 7th will not receive a refund. Tuition fees need to be current in order for a student to withdraw.

Lesson Requirements

Parent/Guardian Responsibilities

Please arrive early enough so that you or your student has time to stop by the bathroom, get changed and get equipment ready before class begins. For your child's safety, participants' parent/guardian must remain at the facility or on the pool deck during the entire duration of each lesson. Also, for your student's safety, students must remain with their parents (not in the water) until it is time for their lesson. Other family members or attendees (siblings, parents, etc) who are not taking lessons are not permitted in the pool during lessons unless they are also a member of the pool facility. Our goal is to give your child the best possible learning experience so we ask you to refrain from interrupting your child's class. If you have questions or requests for your instructor, it works best if you ask them at the beginning or end of class.

Apparel

Swimmers must wear appropriate swim apparel and have goggles for class. Appropriate apparel for swim lessons is: A swimsuit designed for swimming, goggles, and a cap (cap optional). No regular clothing, including sports shorts, diapers, cutoffs, or underwear, please. Girls must wear coverage on the top, regardless of age.

Swimwear should be comfortable, but try not to dress your swimmer in too much clothing. Board shorts are better suited for the beach rather than swimming lessons. For the boys, underpants shaped swimwear or bike shorts-length swimwear works well. This is because lots of material tends to get in the way and weigh swimmers down, making it harder for them to swim.

The same applies for swim shirts. They are great for sun safety when you are swimming outdoors, but they are not needed when your child is doing their swimming lessons indoors. If swim shirts are too loose, they make it hard for children to move their arms effectively. As a general rule, tighter swimwear is better for children when they are learning to move through the water at swimming lessons.

Food and Drinks

For cleanliness, food and drink other than water are not allowed on the pool deck.

Risk, Liability, and Medical Treatment

Assumption of Risk

I certify (or certify on behalf of participants under my legal guardianship) that the participant(s) have a sufficient level of fitness to participate in the sessions and that I/they are physically fit and have not been advised otherwise by a qualified medical person. I am aware that sports are potentially hazardous activities which carry with them the potential for serious injury or death. I hereby agree to assume all risks associated with sessions and all activities incident to them.

Release of Liability

I hereby take action for myself/participants and anyone entitled to act on my behalf as follows: Waive, release and discharge from any and all liability for my/participant death, disability, personal injury, property theft or actions of any kind however caused which may hereafter accrue to me the following entities or persons: ReadySetSweat (the parent company of Ready, Set, Splash), Coaches, employees, volunteers, representatives, contractors, agents and sponsors. I indemnify and hold harmless for myself/participants the entities or persons mentioned above from any and all liabilities or claims made as a result of participation in sessions, whether caused by negligence or otherwise. I certify that I have read and agree to all of the terms and conditions stated on this form. I recognize and understand all the terms and conditions and agree to follow all the guidelines set out.

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 ReadySetSweat and Sportsfit/Encore, its management, directors and agents, 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 ReadySetSweat, SportsFit/Encore, 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.

Communications and Promotional Release

I agree to receive informational texts for use by ReadySetSweat in communicating with me about my lessons. I agree to receive informational and marketing emails from ReadySetSweat LLC with the option to unsubscribe at any time.

I hereby grant permission for videos and photographs to be taken during class time. I understand that this media may be produced and used for advertising purposes and all social media outlets. I authorize ReadySetSweat LLC to use my photograph or video on their website, printed material, and/or all social media without further consideration. I also acknowledge that ReadySetSweat LLC may not choose to use my photo/video at this time but may do so at its own discretion or at a later date. I also understand that there is no compensation for this media.

Electronic Signature

I understand that submission of this online registration includes my electronic signature and that my electronic signature requires my understanding and acceptance of ALL company policies and conditions, including those provided on our website.

<https://readysplash.org>