Top of Form

**Swimtastic Swim School Policies, Procedures, Release of Liability and Fee Agreement**

It is critical that you understand the Policies, Procedures, Release of Liability and Fee Agreement of our school to ensure each student has a fun, rewarding and safe experience when learning to swim.

**Class Times**
Each small group, semi-private or private lesson is 25-30 minutes in length, one day per week. A class is held at the same time and day of the week, each week.

**Tuition and Fees**
For monthly programs 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 (excluding Waukesha, WI.They bill on the 25th for one month out). Once you are enrolled in classes, you will continue to be billed monthly until you notify us of your desire to withdraw from classes (see “withdrawing from lessons” below).   For semester based programs tuition is paid in full at the time of registration.   Fees (e.g., annual service fees or late withdrawal fees) and tuition for promotional bundles, camps or clinics will be billed immediately. Tuition for your first month will be prorated according to the number of classes left in the month and will be billed immediately. Tuition may differ per location, day or time.

**Tuition Paid by Third Party**

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

**Registration**

There are no registration deadlines at SafeSplash Swim School. Students registering for classes can join us at any time subject to available capacity.

**Annual Service Fee**

An annual service fee per child will be charged when your student(s) are booked in classes. Each year it will be charged the month of your booking anniversary. The annual service fee is non-refundable and non-transferable for any reason. The annual service fee varies by location.

**Withdrawing from Lessons**
To withdraw from lessons, log in to your account via the customer portal on the Swimtastic Swim School website ([www.swimtastic.com](http://www.swimtastic.com)) and complete the withdraw option for your student. For the protection of our customers, withdrawing via the customer portal is the only valid means of signaling your desire to withdraw. Verbal or email withdrawal notifications 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 each month. If you submit a withdrawal form between the 15th and the 24th, we can remove your student/students from lessons with a $30 per person late withdrawal fee.  Withdrawals that are submitted between the 25th and the end of the 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 for the same month can be removed from lessons and we will refund 25% of their tuition with no late withdrawal fee. Withdrawals submitted after the 7th for the same month there will be no refund.

**Semester Payment Details**

When you register for a semester full payment is due at the time of registration. Prices are pro-rated for mid semester signups. You will only be charged for the remaining classes. If registering multiple students, a 10% discount is applied to the 2nd student and a 20% discount is applied to the 3rd student and above.

**Preferred / Monthly Program**

The preferred / monthly program locks in your price for a long as you chose. This program has a built in 10% discount with a 12-month commitment (varies by location). After the initial registration, payments are deducted automatically each month. Tuition is billed monthly. The monthly billing amount may vary based on the number of weeks in the calendar month. Once you are enrolled in classes, you will continue to be billed monthly until you notify us of your desire to withdraw from classes. You will also receive unlimited family swims and one free stroke clinic each year (varies by location). Tuition and benefits may differ per location.

**Cancelling the Preferred / Monthly Program**
To cancel your enrollment in the program please complete the Swimtastic cancellation form. In order to avoid being charged for the next month of lessons, you must withdraw your student on or before the 25th of each month. If you cancel before the 12-month commitment is met, you will be charged a one-month termination fee.

**Refunds**
Any cancellations within 48 hours of payment can receive a full refund. Other than that please realize when you enroll your student in classes you are reserving a slot for your child that is 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 for which you have enrolled. Swimtastic Swim School will offer no tuition refunds for classes missed for any reason.

**Facility Closures**

In the case that a facility is closed due to inclement weather or maintenance, a make-up class maybe be scheduled (at participating locations only) or your account will be credited for the classes cancelled.  All credits will be applied to future tuition for lessons at Swimtastic Swim School Swim School and cannot be converted to cash or transferred to any other party.  Credits and make-ups may only be used at the Swimtastic Swim School Swim School location at which they were given (credits and make-ups are not transferrable to another location).  Credits expire one year after the date they were applied to the account.  If the location offers a make-up class, it must be completed within three weeks of the original missed class and is subject to availability as determined by Swimtastic Swim School Swim School.  If an appropriate make-up class can’t be scheduled, a credit may be offered (at participating locations only).

**Make-Up Student Absence *(at participating locations only)***

Customers are eligible for one make-up every calendar month due to an absence. The make-up must be completed within three weeks from the date of the absence and is subject to availability as determined by Swimtastic Swim School Swim School.  No credits will be given if the student is unable to attend their make-up class and are not transferable to any other party.

**Teacher and Class Changes**
We do our best to accommodate specific teacher requests. However, specific requests for teachers are not guaranteed. Teacher substitutions, modifications and changes can occur at the sole discretion of Swimtastic Swim School. If classes are not booked full, 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.

**Make-up classes**
Swimtastic Swim School does not offer make up classes for any reason (varies by location).

**Timeliness**
Please be on time for class. Classes begin and end at very specific times. Please arrive early enough so that your child has time to stop by the bathroom, get changed and get their equipment ready before class begins. If you are more than 10 minutes late for the beginning of class, you will not be allowed to join class that day. Having a student jump in after class has begun requires us to back-up and review what we have already started for the day. This is not fair to the other students in the class.

**Moving to The Next Class Level**
Every student will learn skills at different rates. You should never look at another student and wonder why your child isn't learning at the same pace. Swimming is a skill that takes time, patience and plenty of practice. Therefore, students will be evaluated regularly to determine if they have mastered the skills associated with a particular class level. Teachers will promote students to the next level when they believe they are ready.

**Changing Areas, Restrooms and Locker Rooms**
If a parent wants to accompany a child in a single sex changing room, restroom or locker room, mothers of boys older than five years old and fathers of daughters older than five years old are not allowed to do so. If the parent wants to accompany the child in this situation, they must use family changing rooms. Locks left on lockers overnight will be cut off and the locker's contents will be bagged and placed in the lost and found.

**Changing Areas, Restrooms and Locker Rooms - Hosted Facilities (Fitness Centers, Hotels, Apartment Complexes, Recreation Centers, etc.)**

Please refer to the hosted facility locker room policies.

**Swimsuits**
All students must wear appropriate swimwear.

**Swim Diapers**
All students under the age of three or that are not potty-trained are required to wear a reusable (non-disposable) swim diaper. Reusable diapers have a tighter fit, which helps to avoid accidents in our pools. A swimsuit or a pair of shorts should be worn over the diaper. Even a small accident in the pool can close the pool down for as long as 24 hours.

**Swim caps**
Any student that has hair long enough to get in their eyes, face or mouth is required to wear a swim cap (varies by location). This enhances the comfort of our swimmers. Swim caps are available at the Swimtastic Swim Shop.

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

**Watching Lessons in Dedicated Facilities**
Spectators may watch from the defined viewing area during their child’s class. Spectators are not allowed in the pool area during classes. A parent/guardian must remain at the facility during lessons.

**Watching Lessons in Hosted Facilities**
A parent/guardian must remain on the pool deck during their child’s lesson at hosted facilities. There will be no unaccompanied children. Our goal is to give your child the best learning experience possible, so we ask you to refrain from interrupting your child’s class.

**Food and Snacks**
GLASS IS NEVER ALLOWED ON THE POOL DECK. To keep the pool area clean, food and drink are not allowed in the pool area at any time.

**Crying Children**
An upset child will calm much quicker when they realize they must focus on the teacher and Mom or Dad will return when they stop crying. Unless requested by the teacher, please remain in the lobby (Dedicated Facilities) or at a distance on the deck (Hosted Facilities).

**PLEASE KEEP YOUR EYES ON THE POOL**
Although we have small classes and attentive teachers it only takes an instant for a child to slip underwater. If this occurs, please alert us in any way possible. And if this occurs (and it does) the impact of the event will depend on the reaction of the parent. If you can keep your momentary concern concealed behind a smiling, encouraging face there is a very good chance that your child will recover very quickly from the incident. We want to keep our students safe at all times and nothing works better than the helpful eyes of their parents on their activities.

**WAIVER AND RELEASE OF LIABILITY**
PLEASE READ CAREFULLY BEFORE ACCEPTING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS. I am the parent/guardian of the participant(s) or I am the participant that will be enrolled in swimming lessons with Swimtastic Swim School. I understand that swimming is a hazardous activity. I recognize that there are risks inherent in the sport of swimming, including but not limited to paralyzing injuries and death. The participant agrees to participate in swimming activities at Swimtastic Swim School and hereby agrees to indemnify and hold harmless Swimtastic Swim School, its management, directors and agents, franchisees, members, associates, employees and owner/operators against any liability resulting from any injury that may occur to the participant while participating, independent of the cause of the injury. The participant also agrees to indemnify the Swimtastic Swim School, its management, directors and agents, franchisees, members, associates, employees and owner/operators against any damages arising from any claims, demand, action or cause of action by the participant, independent of the cause of the damages.

The parent/guardian of the participant or the participant authorizes any representative of the Swimtastic Swim School, franchisees or owner/operators to have the participant treated in any medical emergency during their participation. Further, the participant and/or parent/guardian agrees to pay all costs associated with any medical care and transportation for the participant.

**CONSENT FOR EMERGENCY MEDICAL TREATMENT**
In the event of a medical emergency, the undersigned Parent/Guardian of the participants listed below, hereby grants authorization to the Swimtastic 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 Swimtastic Swim School, franchisees, 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.

**PROMOTIONAL MATERIAL**
I understand that photos and video are occasionally taken at the Swimtastic Swim School for promotional and marketing purposes. I agree that my likeness or comments, my student’s likeness or comments or the likeness or comments of any member of my family may be used by Swimtastic Swim School in Swimtastic Swim School's promotional and marketing materials in any form.

I HAVE CAREFULLY READ ALL OF THE ABOVE INFORMATION, ACCEPT AND ACKNOWLEDGE IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND SIGNIFICANCE. BY CLICKING ACCEPT HERE, I UNDERSTAND THAT THE INFORMATION PRESENTED WILL GOVERN MY RELATIONSHIP AND MY PARTICIPANT(S) RELATIONSHIP WITH SWIMTASTIC SWIM SCHOOL. MY ACCEPTANCE HERE SUPERSCEDES ANY OTHER AGREEMENT, WRITTEN OR ORAL, THAT MAY HAVE BEEN PRESENTED TO ME WITH RESPECT TO MY RELATIONSHIP WITH SWIMTASTIC 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, Gold Star Swim, 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 Entertainment, 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, SWIMSA, LLC, Swimtastic Fox Cities, Inc, Swimtastic Swim School, Inc, SwimTex, LLC, Tadpole Swim Schools, LLC, Tadpole Swim School Corp, TCB Swim F LLC, Thide LLC, TK Swim School LLC, VaBroom Swim EP, 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.

Copyright 2019 Swimtastic Swim School. Swimtastic Swim School Franchises are available. Visit www.Swimtastic.com for more information. This information is not intended as an offer to sell a franchise. It is for informational purposes only. Certain states regulate the offer and sale of franchises. If you are a resident of one of those states, we will not offer you a franchise unless and until we have complied with applicable pre-sale registration and disclosure requirements.