

## **SafeSplash 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 group, semi-private or private lesson is 30 minutes in length, one day per week. A class is held at the same time and day of the week, each week. Camps, Clinics and Wave class length may be different.

### **Tuition and Fees**

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. 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). 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 SafeSplash Swim School website 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 **1<sup>st</sup>** and **7<sup>th</sup>** 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 **7<sup>th</sup>** for the same month there will be **no refund**.

### **Refunds**

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. SafeSplash Swim School will offer no tuition refunds for classes missed for any reason. In addition, annual service fees and late withdraw fees are non-refundable.

### **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 SafeSplash Swim School and cannot be converted to cash or transferred to any other party. Credits and make-ups may only be used at the SafeSplash 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 SafeSplash 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 SafeSplash 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.

### **Methods of Payment**

Electronic payments are the only payment methods accepted by SafeSplash Swim School. Electronic payments include credit cards, debit cards and EFT/ACH transfers (electronic transfers from your bank account where you supply us with your bank routing number and account number). Checks and cash are not accepted. You are responsible for making sure your form of payment remains current. Should your form of payment lapse for any reason, your student(s) may be withdrawn from classes at the sole discretion of SafeSplash Swim School. In some cases, third party payment arrangements will be accepted. Third party payor arrangements will require a form of payment from the primary party to be on file and require a third-party payer agreement to be signed by the primary party.

### **Instructor and Class Changes**

We do our best to accommodate specific instructor requests. However, specific requests for instructors are not guaranteed. Instructor substitutions, modifications and changes can occur at the sole discretion of SafeSplash Swim School. If classes are not booked to capacity, 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.

### **Trial classes**

In some cases, trial classes may be offered by a SafeSplash Swim School. In order to book a trial class, a registration form must be submitted and all policies, procedures, waivers and other standard terms and conditions must be agreed to by the participant or guardian of the participant before he or she can participate in the trial class.

### **Timeliness**

Please arrive early enough so that your student has time to stop by the bathroom, get changed and get equipment ready before class begins. To avoid class disruptions, if the student is more than 10 minutes late, he or she will not be allowed to join class that day.

### **Parent/Guardian Attendance**

Participants' parent/guardian must remain at the facility or on the pool deck (hosted facilities only) during the entire duration of each lesson.

### **Moving to The Next Class Level (Ribbons)**

Students are rewarded with ribbons and promoted to the next class level upon demonstration of skills required at each level. Every student will learn skills at different rates. Therefore, students will be tested for their ribbons when their instructors believe they are ready.

### **Changing Areas, Restrooms and Locker Rooms - Dedicated Facilities**

Children under the age of 4 must be accompanied by a parent/guardian in a same sex changing room, restroom or locker room. Children 4 years and older can use the same sex changing room, restroom or locker room unaccompanied or the family changing rooms.

### **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**

Anyone entering the pool is required to wear appropriate swim apparel. Street clothing is not permitted. While it is not required, we highly recommend that little girls wear one-piece swimsuits.

### **Swim Diapers**

All students who are not fully potty-trained and all students under the age of three are required to wear a reusable (non- disposable) swim diaper. Disposable swim diapers (such as Lil' Swimmers) can and should be worn under the 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. If you attend a hosted location and your student is under the age of three or not potty-trained they will be required to wear one (1) disposable swim diaper and two (2) reusable diapers. **If in doubt, PLEASE do not take the chance.** Non-disposable swim diapers are available online at [www.safesplash.com](http://www.safesplash.com) or at your local SafeSplash Swim Store.

### **Swim caps**

Any student who has hair longer than chin length is required to wear a swim cap. Swim caps are available online at [www.safesplash.com](http://www.safesplash.com) or at your local SafeSplash Swim Store.

### **Towels**

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

### **Goggles**

Unless otherwise directed by their instructor, all students should have a pair of goggles at every class. We DO NOT offer loaner goggles. Goggles are available for purchase online at [www.safesplash.com](http://www.safesplash.com) or at your local SafeSplash Swim Store.

### **Watching Lessons in Dedicated Facilities**

Participants' parent/guardian must remain at the facility during the entire direction of each lesson. Spectators may watch from the defined viewing area during their Participant's class. Spectators are not allowed in the pool area during classes except when requested by the instructor or during the designated time for Splash-N-Tell®. If you have questions or requests for the instructor, you may ask them during the designated time at Splash-N-Tell® week or leave a note at the front desk for the instructor.

### **Watching Lessons in Hosted Facilities (Fitness Centers, Hotels, Apartment Complexes, Recreation Centers, etc.)**

Participant's parents and guardians must remain on the pool deck during their child's lesson at hosted facilities. Our goal is to give your child the best learning experience possible so we ask you to refrain from

interrupting your child's class. If you have questions or requests for your instructor, you may ask during the designated time at Splash-N-Tell® week or leave a note at the SafeSplash desk.

**Food and Snacks**

Food and drink are not allowed on the pool deck at any time. The only exception to this is bottled water in a non-glass container.

## **WAIVER AND RELEASE OF LIABILITY**

**PLEASE READ CAREFULLY BEFORE ACCEPTING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.**

The use of any facilities, services, equipment or premises used by a SafeSplash Swim School program (collectively, the "Facilities"), and your participation in or visit to a SafeSplash Swim School program, involve the risk of injury to you and your child, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, including catastrophic injuries such as drowning and death. You understand and voluntarily accept these risks and agree that SafeSplash Brands, LLC, the owners and operators of the Facilities, the entities listed below, and such parties' respective officers, directors, employees, volunteers, property owners, managers, agents and independent contractors (collectively, and including entities d/b/a LA Fitness , 24 Hour Fitness and/or InShape, the "Releasees") will not be liable for any injury (including, without limitation, personal bodily or mental injury), economic loss or any other damage (collectively, "Losses") to you, your spouse, child, guests, unborn child(ren), or relatives, whether caused by the active or passive negligence of the Releasees or otherwise or by anyone at or using the Facilities, and that the Releasees may not be held liable for Losses resulting from defective products.

If there is any claim by anyone for any losses that involves you or your guest, you agree to 1) defend the Releasees against such claim and 2) indemnify the Releasees Fitness International, LLC, 24 Hour Fitness and InShape with respect to any losses arising from such claim to the fullest extent under applicable law.

In addition to the terms above, you represent that you and your child are in good physical condition and that there is no medical condition or impairment that might prevent you or your child from participating in swim instruction or using the Facilities. You further acknowledge that the Releasees have not given you or your child medical advice related to your physical condition and ability to participate. If you have any health or medical concerns now or later, discuss them with your doctor.

### **CONSENT FOR 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 the SafeSplash 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 SafeSplash 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 grant to **SafeSplash Holdings LLC**, its representatives and employees the right to take videos of me, parties to which I am legal guardian, and my property in connection with the above identified subject. I authorize SafeSplash Holdings LLC, its assigns and transferees to copyright, use and publish the same in print and/or electronically in perpetuity regardless of media/channel. I agree that SafeSplash Holdings LLC may use such video of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, social media and web content. Participant or Parent/Guardian of the Participant(s) understands that photos and video are occasionally taken at the SafeSplash Swim School for promotional and marketing purposes. Participant or Parent/Guardian of the Participant(s) agrees that likeness or comments or comments of any member of my family or guests may be used by SafeSplash Swim School in SafeSplash Swim School's promotional and marketing materials in any form.

**I HAVE CAREFULLY READ ALL OF THE ABOVE INFORMATION. I ACCEPT AND ACKNOWLEDGE IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND SIGNIFICANCE. I UNDERSTAND THAT THE INFORMATION HEREIN WILL GOVERN MY RELATIONSHIP AND THE RELATIONSHIP OF ANY PARTICIPANTS WITH SAFESPLASH SWIM SCHOOL. MY ACCEPTANCE HERE SUPERSEDES ANY OTHER AGREEMENT, WRITTEN OR ORAL, THAT MAY HAVE BEEN PRESENTED TO ME WITH RESPECT TO MY RELATIONSHIP WITH SAFESPLASH 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.

*[Signature Page to Follow]*

Participant(s) Name: \_\_\_\_\_

Participant(s) Parent / Legal Guardian Name: \_\_\_\_\_

Participant(s) Parent / Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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