



## TERMS AND CONDITIONS

Spindlebeak LLC, Spindlebeak and Representatives are used interchangeably

### **Agreement, Waiver, and Release**

I understand that the swim lessons for which I am/we are registering are catered to the swim lesson participant(s)' needs and in consideration for being permitted by Spindlebeak, LLC and to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in said activity. This release is intended to discharge in advance Spindlebeak, LLC, Spindlebeak and its representatives from any and all liability arising out of, or connected in any way, with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents and knowing those risks I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold the above persons or entities free and harmless from any loss, liability, damage, cost, or expense which they may incur as the result of my death or injury or property damage that I may sustain while participating in said activity.

### **Refund/ Cancellation Policy**

Due to operational costs, fees paid to Spindlebeak, LLC are non-refundable once lessons have begun. Three (3) days prior to the scheduled start of lessons, a refund for fees may be issued if a written request is received. Spindlebeak, LLC reserves the right to cancel group classes with less than three (3) participants.

### **Make Up Policy**

There are no make-ups allowed. If a swimmer has a serious illness or injury, all efforts will be made to reschedule their class. If lessons are not able to be provided due to inclement weather or other reasons, Spindlebeak, LLC will reschedule classes.

### **Parental Consent**

(Must be completed and signed by parent/legal guardian if participant is under 18 years of age)

I hereby consent that the participant in the above activity, and I hereby execute the above agreement, waiver, and release on his/her behalf. I state that said minor is physically able to participate in said activity. I hereby agree to indemnify and hold harmless the persons and entities mentioned above, free and harmless from any loss, liability, damage, cost, or expense, which may occur as a result of death or injury, or property damage, that said minor may sustain, while participating in said activity.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENT.

I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND SPINDLEBEAK, LCC, AND I SIGN IT OF MY FREE WILL. I AM AGREEING ON BEHALF OF MYSELF AND/OR AS THE PARENT/GUARDIAN IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE.



## SWIM LESSON POLICIES

I understand and agree that swim lessons should never replace constant adult supervision.

If my child comes under a physician's care during the course of instruction with Spindlebeak, LLC, I understand and agree that it is my responsibility to notify the instructor before the start of class.

I understand that I must disclose any of my child's medical conditions that might impact his/her swimming, safety and the safety of others (e.g. autism, seizures, ADHD, asthma).

I understand that due to operational costs, fees paid to Spindlebeak, LLC are non-refundable once lessons begin unless there is a pool closure beyond our control. In cases of medical emergencies, credit for future lessons will be extended to customers.

I agree not to drop off my child at the pool for swim lessons and leave the facility.

I understand that use of the pool before, after or during lessons is prohibited.

I understand that only swimmers who are enrolled in programs are allowed in the water. Family and friends may attend as support and cheerleaders; however, due to safety regulations they will not be allowed to use any pools.

I agree to assume all liability for my child(ren) and myself without regard to fault while at the facility for swim lessons offered through Spindlebeak, LLC.

*I hereby certify that I have read and understood the Swim Lesson Policies listed above. I am agreeing on behalf of myself and/or as the parent/legal guardian if the participant is under 18 years of age.*