

DEB'S SWIM SCHOOL, L.L.C.

TERMS AND CONDITIONS FORM

There is a 50% deposit required to hold your class schedule and the balance for your classes will be due before the beginning of the first scheduled class. These payments are nonrefundable. PAYMENT IN FULL IS EXPECTED PRIOR TO THE BEGINNING OF CLASS.

Cancellation of classes will not result in reimbursement, carry forward dollar amounts or rescheduling except at the discretion of Deb's Swim School. Each event will be evaluated on an individual basis.

If inclement weather should arise, we will try to reschedule. If you need to cancel, it is expected that you will do so at least 24 hours in advance. **THE CLASS WILL BE PAID IN FULL FOR LATE CANCELLATIONS OR NO SHOWS!!! If you cancel your classes before the completion date, there is no reimbursement except at the discretion of Deb's Swim School.**

Classes can be scheduled as one class at a time or as a group of classes (8 classes recommended). The classes are scheduled to meet your needs, mine and others, so please respect your time slot and be on time. If you are late, your class will still end at its appointed time. You will be allowed one class change but any changes after that will have a charge of \$20. All changes and reschedules will be made at the discretion of Deb's Swim School.

I hold swim lessons at my personal residence, so I ask that you respect the property. If you have other children with you when you come to lessons, please keep them in sight at all times. Do not let them roam around unattended. I don't mind a snack, but you need to clean up afterwards. Spilled food and drinks generate a problem with ants and other bugs. If there is damage to the property you will be expected to compensate Deb's Swim School for the repairs. Deb's Swim School is not responsible for the safety or care of other children on the property. We are not liable for any physical injury or otherwise to those children.

You will need to sign the Terms and Conditions form and the Wavier/Liability form prior to the first class. These forms can be found and printed from my website www.debsswimschool.com There will also be some available at the facility.

If your child is still in diapers there are specific diapers and covers that are required. **If your child should not be wearing these and use the bathroom in the pool, there will be a \$250 fee for the cleaning and sanitation of the pool.** You can get these from Amazon. Alvalbaby has a reuseable swim diaper and Bisenkid has the pull-on diaper cover.

I, THE UNDERSIGNED PARTICIPANT, (or guardian or parent of participant) AFFIRM THAT I AM OF AGE 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS FORM CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

I look forward to teaching you and or your child to swim. Please call or email if you have any questions. 404-821-4861 or deb@debsswimschool.com

Participant's Name _____ Birth
Date _____

Participant's
Address _____

—

Participant's Email _____
Phone# _____

Participant, legal guardian or parent (if participant is under 18)
_____ Date _____

DEB'S SWIM SCHOOL, L.L.C.

WAVIER AND LIABILITY RELEASE FORM

IN CONSIDERATION OF the risk of injury that exist while participating in SWIM LESSONS (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to a participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, and executors, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this **WAVIER AND RELEASE OF**

LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge DEB'S SWIM SCHOOL, located at 225 River Dance Way, Tyrone, Georgia, 30290, and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releases"), from and physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY AT MY OWN RISK. I AM AWARE OF THE RISKS AND INJURIES ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY INCLUDING ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I ASSUME ALL RELATED RISK, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releases against any and all claims, suits of actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and related costs.

I FURTHER ACKNOWLEDGE that Releases are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releases. In the event that I should require medical care or treatment, I authorize Deb's Swim School to provide all emergency medical deemed necessary, including but not limited to, first aid, CPR, emergency medical transport and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decisions of the Deb's Swim School official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE READ CAREFULLY THE 'WAVIER AND RELEASE' AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Deb's Swim School and ALL OF ITS AFFILIATES, MANAGER, MEMEBRS, AGENTS, ATTORNEYS, STAFF, HEIRS, REPRESENTATIVES, PREDECESSOR, SUCCESSORS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Deb's Swim School FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Deb's Swim School, its agents, and employees. I agree that this Release shall be governed for all purposes by Georgia law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

IN the event that any damages to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all cost associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL, AND ALL SEBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into without duress or coercion. Both Participant, _____ and Deb's Swim School agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event of an emergency, please contact the following person(s) in this order on my behalf:

Contact Name	Contact Relationship	Phone#
---------------------	-----------------------------	---------------

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF AGE 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED. I AM AWARE THAT THIS IS A RELAESE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name _____

Participant' Address _____

Participant's Email _____

Participant, legal guardian or parent signature (if participant is under 18)

_____ **Date** _____