

BILLING CONSENT, AUTHORIZATION AND ACKNOWLEDGEMENT

I hereby acknowledge that I have read, received, and understood all of the above terms and that, I hereby agree to all terms therein on behalf of myself and the minor children listed on my swim account.

REGISTRATION DETAILS

- I understand that registering online does not guarantee enrollment in the requested class. Placement and age requirements must be met. Little Whale Swim School will inform me if a class change needs to be made.
- Little Whale Swim School cannot guarantee teacher requests and teacher's schedules are subject to change at any time.
- If Little Whale Swim School contacts me regarding my child's attendance and I fail to respond, my enrollment may be cancelled.
- Little Whale Swim School reserves the right to consolidate classes due to various circumstances, i.e. low enrollment.
- All children under the age of 3 must wear a reusable swim diaper and Happy Nappy double diaper cover or Happy Nappy Duo while attending lessons or family swim.
- **There may be different rates associated with our class times. Off Peak classes are weekdays before 4pm. Primetime classes starts at 4pm until closing on weekdays and all day Saturday and Sunday.**
- **Little Whale Swim School does not offer credits or refunds for missed lessons or additional make ups.**
- **Students may make-up missed lessons three ways: quarterly bonus lesson, paid drop in lesson and/or Family Swim.**
- **Little Whale Swim School reserves the right at its sole discretion to cancel enrollment, for any lawful reason.**

PAYMENT DETAILS

- Tuition for perpetual lessons will have their accounts automatically debited on the **1st of every month.**
- Tuition includes up to 4 weekly lessons.
- If lessons start in the middle of a billing period, tuition will be pro-rated.
- Tuition is due at the time of initial enrollment.
- There is a **\$100.00 non-refundable annual membership fee**, per family. This fee is due at the time of registration and deducted on the anniversary of your child's start date every year following while enrolled in swim lessons at Little Whale Swim School.

- If you initially enroll using a promotion, your enrollment will automatically continue at the monthly tuition rate once your promotion period has ended.
- A 10% immediate legal family discount is applied towards accounts that have 3 or more active enrollments. Enrollments must be legal, immediate family members.
- A \$10.00 handling charge may be assessed on any declined automatic debit transaction. The fee for a returned check is \$30.00.
- ***All fees are due in full prior to the next month's auto-debit. If all fees are not paid in full by the financial deadline given, you will be removed from the swim schedule.***
- Any funds for an outstanding balance due are still owed to Little Whale Swim and our class management software system will re-attempt payment.
- Little Whale Swim School agrees to give a 30-day notice to customers in the event of a tuition rate change.
- **I authorized Little Whale Swim School to deduct from my account for tuition which may vary due to: unexpected pool closures, holidays, rejected accounts, etc.**

CANCELLATION DETAILS

- You may stop your lessons at any time. By cancelling, your child(ren) will be removed from our learn to swim program.
- **A cancellation form is required** and must be submitted online through our website www.littlewhaleswim.com in order to be removed from the swim schedule and stop automatic payments.
- Verbal requests over the phone or in-person will not be honored.
- Accounts are charged on the 1st of every month.
- If you cancel in the middle of a billing period within the 7 day notice policy, a credit for any remaining lessons will be added onto your Little Whale swim account to be used towards future lessons.
- Cancellations must be submitted 7 days **prior to last** lesson.
- **To avoid being charged for the next month, you must submit your cancellation request by the 25th of the previous month.**
- Cancellation requests submitted between the 26th-31st of the month are subject to a \$35 late cancellation fee.
- **All cancellations are final.**

MISSED LESSONS

- A missed lesson does not equal a make up lesson.
- All students receive one "bonus lesson" per quarter. This lesson may be used as either a make up for a missed lesson or as an additional drop in lesson. These "bonus lessons" may be scheduled no more than 7 days in advance.
- Any change or cancellation within 72 hours will count as your quarterly "bonus lesson".
- No more than one bonus lesson per quarter (Jan-Feb-Mar, Apr-May-June, July-Aug-Sept, Oct-Nov-Dec).
- Families may share "bonus lessons" within family accounts for enrolled students only.

- Missing 4 consecutive lessons may result in being removed from the schedule without prior notice.
- Make-up lessons do not have any cash value, can not be transferred to other families, will not accumulate or roll-over if unused, and become void if dropping from enrollment.
- **Any unused make-ups remaining at the end of each season on your account will expire.**

ALL SWIMMERS (CHILDREN AND ADULTS) MUST HAVE A WAIVER SIGNED PRIOR TO ENTERING THE POOL. THIS IS REQUIRED!

INFORMED CONSENT AND WAIVER/RELEASE

Waiver of Liability

Notice: All customers are required to agree to this Liability Waiver & Release/Consent Form as a condition of and prior to entering any Little Whale Swim School program, event, or activity.
PLEASE
READ CAREFULLY.

I, on behalf of myself, my minor children, and/or any other minor children for whom I am the guardian ad litem, do hereby agree and acknowledge as follows:

RELEASE AND WAIVER LIABILITY

- To fully waive, release, discharge, and hold harmless Little Whale Swim School and its officers, directors, employees, agents, attorneys, successors, assigns, insurers, and each of them, from any and all claims, actions, judgments, liens, indebtedness, damages, losses, liabilities, accidents, illnesses, injuries, or death, of whatsoever kind and character, whether legal or equitable, before any administrative body, court, or other proceeding, whether or not known, suspected or claimed, that I and the minor children listed on my swim account, had, or now have, by reason of, on account of, or arising out of, the use of Little Whale Swim School's facilities and swimming pools, participation in any swimming program or any other event or service provided by Little Whale Swim School, or traveling to and from a Little Whale Swim School facility or event or program, and thereafter.
- This waiver and release shall not extend to any harm arising out of, or caused by, any acts or omissions of Little Whale Swim School, or its officers, agents or employees, for which it/they are grossly negligent or violating the law.
- That, by agreeing to this waiver and release, I am assuming full responsibility on behalf of myself and the minor children listed on my swim account, for all risks of injury or loss which may result from participation in any Little Whale Swim School activity or program, or from coming onto any Little Whale Swim School premises, to the maximum extent that can be assumed under California law.

- That I, together with the minor children listed on my swim account, have not failed to disclose to Little Whale Swim School any medical, physical, mental or emotional health condition that would result in harm arising out of participation in any Little Whale Swim School program or activity, or that would hinder or prevent such participation. (Little Whale Swim School provides full and equal access to its facilities and services in accordance with applicable law, and fully complies with the Americans with Disabilities Act.)

CONSENT FOR EMERGENCY MEDICAL TREATMENT

- In the event of an emergency, I, on behalf of myself, my minor children, and/or any other minor children for whom I am the guardian ad litem, do hereby grant Little Whale Swim School, and its representatives and employees, permission to employ licensed physicians and/or health care providers, and licensed hospitals or health care facilities, to render medical assistance/treatment to myself and the minor children listed on my swim account. I further acknowledge and agree that neither Little Whale Swim School, nor any of its representatives and employees, may be held liable under any circumstance to any party for providing such medical assistance/treatment in the event of an emergency.

USE OF PARTICIPANT PHOTOS AND VIDEOS; WITHDRAWAL OF CONSENT

- I hereby acknowledge that photos and videos may be taken of participants in Little Whale Swim School activities, including of myself and the minor children listed on my swim account, and that such photos and videos may be used for Little Whale Swim School staff training and/or advertising purposes, without compensation to me and my minor children. I understand and agree that all such photos and videos are the sole and exclusive property of Little Whale Swim School. I further acknowledge that Little Whale Swim School may use such photos and videos of me and/or the minor children listed on my swim account unless and until I contact an appropriate Little Whale Swim School staff person and withdraw my consent to such use in writing.

PROHIBITION AGAINST SIDE AGREEMENTS/FINANCIAL TRANSACTIONS WITH Little Whale Swim School EMPLOYEES

- While on Little Whale Swim School premises, Little Whale Swim School employees may not arrange or accept any payment, gifts, rewards, monies or gratuities of any kind from a Little Whale Swim School customer (except for token gifts based solely on an employee's work performance); Little Whale Swim School policies exist for the purpose of preventing conflicts of interest, preventing favoritism, negatively impacting employee judgements and impartiality, and other potential negative consequences. I agree that while on Little Whale Swim School premises or during Little Whale Swim School programs, events, or activities, I will not solicit any Little Whale Swim School employee for work or services (paid or unpaid), including baby-sitting or private swim lessons, even though such activity may occur outside of Little Whale Swim School premises.

CANCELLATION/RESCHEDULING POLICY

Appointments can be canceled or rescheduled with no penalty up to 48 hours before the scheduled Appointment time. Canceling or rescheduling an appointment after that time may result in a cancellation fee being charged for the original Appointment booking.

GROUP APPOINTMENT POLICY

This facility allows a single student to book a Group Appointment timeslot and invite other students to attend, up to the maximum allowed number of enrollments. However, any fees for this Appointment booking will be the sole responsibility of the student who booked the Appointment. This facility's staff will not be responsible for "splitting" the Appointment fee among multiple accounts. Any "split fee" arrangements will need to be handled externally by the families involved.

WHAT TO WEAR

Boys or Girls may wear tucked-in T-shirts and shorts OR Leotards for Girls. NO chewing gum or dangling jewelry. Hair should be pulled neatly and securely away from the face so that it stays up for the entire workout. Girls should not wear bows or other large hair ornaments that may cause discomfort during activity. All students should have activity-appropriate footwear during his/her scheduled Appointment time. Personal items should be left in cubby holes. Jewelry should not be worn during this time. PLEASE LEAVE JEWELRY ARTICLES AT HOME. This facility's staff will not be responsible for ANY items that may be lost or stolen. Be sure your student's personal items are marked with their name.

ARRIVAL AND PICKUP

Be sure your student arrives 5 minutes before (no earlier please) his/her scheduled Appointment time. Please pick up your student on time. Please inform us if you know you will be late picking up your student. Instruct your student to wait inside the building and you should escort them from the building to your car. During peak times the parking lot is crowded. Please take into consideration that our students may include young children. Please drive slowly and carefully. Do not take a chance on your student running to and from your car.