

SUNSATIONAL SWIM SCHOOL LLC
Liability release, assumption of risk and policies

Thank you for choosing Sunsational Swim School! Please read through this agreement and provide an electronic signature by checking the box on the form.

Our Contact Information:
office@sunsationalswimschool.com
1-888-788-2140 x 2
Office Hours: M-F 9am-5:30pm (PST)

Policies & Procedures:

1. 100% Satisfaction Guaranteed!

If you're not satisfied with your instructor after the first lesson, we offer a full refund of unused lesson credit or rebook your lesson package with another instructor.

If you are unsatisfied with your swim instructor **after you take your first lesson** please email us at office@sunsationalswimschool.com within 72 hours of your first swim lesson, before a second lesson takes place.

2. Lesson Packages.

There is a 6-lesson minimum per person for all lesson packages and packages must be prepaid by credit card. Lessons are priced based on the length of time the swim instructor is at your pool.

Lesson Rates are on this page: <https://www.sunsationalswimschool.com/pricing>

3. Use of instruction time

You can divide the instruction time per registered student as desired but there are a few limitations:

- Students **must have at least 30 minutes of private swim instruction per lesson to be eligible for the Learn to Swim Guarantee**
- Students under 4 years old cannot be in semi-private lessons unless a parent is in the pool for a parent/tot style lesson.
- Two beginners (non-swimmers) maximum in the water at the same time
- Students must be of similar age/ability level
- If the instructor feels like semi-private lessons are not appropriate he or she has the right to split the lesson time for private lessons instead

4. Payment Policies

A valid credit card is required to complete your swim lesson registration but you will not be charged for the lesson package until your swim instructor has been assigned. **The lesson package will be processed to your card after the lessons have been matched with an instructor** who is available during one of the scheduling options that you request. All lessons must be **prepaid via credit card** to ensure an instructor can accommodate the duration of the lessons and help give our instructors a more predictable schedule since they are commuting to individual pool location. We only accept one credit card per registration.

Any money given to an instructor directly is considered a tip. Tips are not mandatory, however, they are greatly appreciated at the end of the lesson package for a job well done.

5. Refunds

If we are unable to fulfill your lesson request you will not be charged. Once an instructor has contacted you via e-mail or phone, your lesson package is considered matched. Or, if our office emails you and provides your swim instructor's contact information then your lesson package will also be considered matched. **Once your lesson package is matched, there is a \$50 cancellation fee to cancel.**

All discounts, including package discounts, have no monetary value and are non-refundable.

6. Refunds For the 100% Satisfaction Guarantee.

If you are not 100% satisfied with the instructor we matched you with after the first lesson, we will find you a new instructor in your area to finish the lesson package or refund your unused lesson credit.

Please email us at office@sunsationalswimschool.com within 72 hours of your first swim lesson, before a second lesson takes place if you wish to use the 100% satisfaction guarantee.

Clients may be subject to a \$50 cancellation fee once 72 hours have elapsed after the first lesson. Once a second lesson has taken place, there is a \$50 cancellation fee to cancel the remaining lesson time.

7. Lesson validity

If you are unable to complete all the lessons in the package, all unused lessons are valid for one year from the date of the initial matching date. After that, the lessons will be considered as expired and will be forfeited.

8. Registration Fee.

There is a \$20 annual registration fee for each student enrolled in swimming lessons with Sunsational Swim School. The fee is paid when you are matched with an instructor and is good for one year from the date of the matching. The registration fee is non-refundable.

For the 100% Satisfaction Guarantee: All registrations fees are refundable

9. 12 Private Lesson "Learn to Swim Guarantee" Package

We guarantee that your child, aged 3 or older, will learn to swim in 12 lessons, or the subsequent lessons required to meet our swim guarantee are free of charge (4 free lessons maximum). For the purpose of this guarantee, swimming is defined as being able to kick or kick and paddle with the child's face under the water, with no flotation devices, and swim back to the wall after the instructor drops them into the pool from the edge. These are the minimum skills required to meet our guarantee, however, most swimmers learn far more.

10. Qualifications required for the "Learn to Swim Guarantee"

The Guarantee only applies to children without physical or psychological disabilities and who are 3-17 years old. The 12 lessons must be purchased as a "12 lesson package or 18 lessons package" to qualify for the guarantee. We require that all students with the learn to swim guarantee take a minimum of 3 thirty minutes private lessons per week and finish the 12 lesson package within 4 weeks or 18 lesson package within 7 weeks. The Guarantee does not apply if the child does not complete all 12 lessons, does not stay in the pool for the entire 30 minute lesson time, is extremely disorderly, or if the pool does not meet our 82 degrees minimum for all lessons.

Clients must inform us via email to office@sunsationalswimschool.com no more than 72 hours after the 12th lesson (or 18th lesson) if the guarantee has not been met in order to qualify to receive free lessons. There is a **4 free lesson maximum** and the free lessons must be scheduled with the **same swim instructor** for a minimum of 3 times per week. There is no cash value to the guaranteed lessons and they cannot be carried over to the next season.

Physical and psychological disabilities include but are not limited to: Autism, down-syndrome, low IQ, brain injury, mild to severe sensory issues, problems with motor skills, difficulty processing information, attention issues, anxiety, or any other condition that might physically or psychologically impede the process of learning to swim.

If your swim instructor determines your child is not a good fit for the learn to swim guarantee due to an extreme water fear, attention issues, difficulty processing information, or any other condition that might physically or psychologically impede the process of

learning to swim we have the right to cancel the guarantee. Our goal is to instill children with the confidence and skills to become safer swimmers. We do not want to subject a child, who is not physically or psychologically ready to learn how to swim, to a time-sensitive learning environment that may add pressure and stress to their experience.

11. Swim Instructors

We will assign a swim instructor to your lesson package based upon your location, availability, and the age and ability of the swimmer.

12. Preparedness

All swimmers should be at their lesson location, dressed in a swimsuit, and ready to begin their lesson at the scheduled start time. The lessons will end at their regularly scheduled time, regardless of whether the swimmer was late getting started.

13. Parental Supervision

For swimmers less than 18 years of age, we require that a parent/guardian maintain **direct supervision** at all times during the lessons. We recommend that parents of preschoolers watch from a distance or inside through a window as this age group tends to "act up" when a parent is close by.

Parents are required to be in the water with all swimmers under 2 years old.

14. Cancellations and Make-ups.

You are required to provide 24 hours' notice to cancel a lesson unless the cancellation is due to weather conditions. In the case of a cancellation due to weather conditions, you have to give at least 3 hours' notice. If a lesson is canceled without proper notice, that lesson time might be rescheduled or forfeited at the instructor's discretion. Lessons canceled with proper notice or canceled due to weather, maybe rescheduled with your instructor. **We allow 2 rescheduled lessons for each lesson package**, any additional reschedules will result in forfeiture of that lesson time. This policy is in place as our instructors often pre-book new lesson packages to begin after their current lesson packages are scheduled to be completed; allowing multiple reschedules would interfere with the new lessons. Reschedules are not allowed for individuals in group lessons unless the entire group decides to reschedule the lesson and does so within 24 hours of the group lesson. If an individual misses a group lesson, they forfeit that lesson.

15. Cancellations Due to Weather.

Lessons may be rescheduled if canceled due to inclement weather (cold and rainy, lightning, or dangerous/extremely inclement weather). A high temperature is not considered a valid reason to cancel due to weather. Please contact your instructor at least three hours before the lesson start time if you need to cancel due to weather.

16. Cancellation by Sunsational.

We reserve the right to cancel the swim lessons without refund if the swimmer is extremely disorderly, inappropriate, and/or creates a risk of harm to his or herself or others. Inappropriate conduct includes, but is not limited to the following: biting, scratching, spitting, excessive crying, and yelling. If a lesson is canceled due to the inappropriate conduct of the swimmer, the remaining lessons will be forfeited and the "Learn to Swim Guarantee" will not be honored.

17. Pool Conditions.

Pool temperature must be a minimum of approximately 82 degrees to ensure student comfort and an environment conducive to learning to swim. We reserve the right to cancel or cut short the lesson without a refund due to inadequate pool temperature or unsanitary pool conditions.

18. Non-Solicitation Agreement.

The parent/student relationship is with Sunsational Swim School. To solicit a Sunsational Swim Instructor to schedule lessons outside of the Sunsational Swim School program is illegal and may cause the instructor to lose his or her job with Sunsational Swim School and we may pursue further legal action due to the instructors' breach of contract. **Students, parents, and guardians will not circumvent the Sunsational Swim School program.**

19. Multimedia Release.

I grant Sunsational Swim School LLC the unlimited right to use and/or reproduce photographs, recorded video, and/or the voice of me, my family and child(ren), in any legal manner and for the internal or external promotional and informational activities of Sunsational Swim School LLC, including but not limited to print, publicity, advertising, and web content. I further understand that by signing this release, I waive any and all present or future compensation rights to the use of the above-stated material(s).

20. Assumption of Risk.

I understand, agree, and acknowledge that there are risks inherent in the sports activities conducted by Sunsational Swim School LLC including, but not limited to, paralyzing injuries, brain injuries, and death. These activities may be of a hazardous nature and/or may include activities such as swimming, diving, and a variety of strenuous exercise and physical activities. With the full understanding of the facts, I state that to the best of my knowledge, the students registered have no medical, physical, or emotional health conditions that would hinder or prevent his/her participation in Sunsational Swim School LLC programs. I hereby knowingly assume the risk of any injury to the students registered that could result from their participation in Sunsational Swim School activities.

21. Waiver.

I understand, agree and acknowledge that swimming can be dangerous and the facilities at which a lesson takes place may contain hazards that could result in your injury or death or

damage to your property. The equipment used at a lesson could cause your injury or death or damage to your property. Your instructor could cause your injury or death or damage to your property. You assume all risks of injury, death, and property damage related to all lessons scheduled through Sunsational Swim School. Sunsational Swim School does not inspect or maintain any facilities at which any lesson takes place, does not provide any equipment used at any lesson, and is not responsible for the behavior of any client or instructor. By scheduling a lesson, you are agreeing that Sunsational Swim School LLC has no liability whatsoever for any injury, death, or property damage suffered by you or any of the students registered in connection with such lessons.

22. Liability Release.

As the legal parent or guardian, I release and hold harmless Sunsational Swim School LLC, its owners, operators, and instructors from any and all liability, claims, demands, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the students registered and/or myself, while in or upon the premises or any premises under the control and supervision of Sunsational Swim School LLC, its owners, operators, instructors, lifeguards, and pool hosts. In no event shall Sunsational Swim School LLC be liable for any injury, loss, claim or damages (including indirect, special, exemplary, punitive, incidental, or consequential damages) of any kind, whether based in contract, tort, or otherwise, which arises out of or is any way connected with (I) any use of the services, the site, or its content, (II) any failure or delay (including, including but not limited to, the use or inability to use any component of the services) or (III) the performance or non-performance of any instructor or client in connection with the services, even if Sunsational Swim School has been advised of the possibility of such damages.

23. Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Sunsational Swim School has put in place preventative measures to reduce the spread of COVID-19; however, Sunsational Swim School cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Sunsational Swim School swimming lessons could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Sunsational Swim School swimming lessons and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Sunsational Swim School may result from the actions, omissions, or negligence of myself and others,

including, but not limited to, Sunsational Swim School employees, contractors, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance of Sunsational Swim School swim lessons. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Sunsational Swim School, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Sunsational Swim School, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Sunsational Swim School swimming lessons.

24. Electronic Signature

The Liability release, assumption of risk and policies is an electronic contract that governs your use of and access to the Sunsational Swim School website and services. Upon agreeing to the Liability release, assumption of risk and policies when completing the swim lessons registration form, you acknowledge that you understand and agree to be legally bound by the terms, conditions, and notices contained or referenced herein. Checking the box creates an electronic signature that has the same legal force and effect as a handwritten signature.