

SILVER BEAR SWIM SCHOOL, INC.
AGREEMENT AND RELEASE OF LIABILITY AND CONSENTS

Child's Name: _____

Second Child's Name: _____

Third Child's Name: _____

Agreement and Release of Liability:

The undersigned, who is either the parent or legal guardian of the above named child/children (the "Child"), on behalf of myself and the Child, acknowledge that I have voluntarily applied for the Child to participate in the swimming/swimming lessons offered by Silver Bear Swim School, LLC. ("Silver Bear Swim School").

I AM AWARE THAT SWIMMING/SWIM LESSONS ARE AN ACTIVITY THAT INVOLVES RISK. I AM VOLUNTARILY ALLOWING THE CHILD TO PARTICIPATE IN SWIMMING/SWIM LESSONS WITH KNOWLEDGE OF THE DANGER INVOLVED, AND HEREBY AGREE TO ACCEPT, ON BEHALF OF MYSELF AND THE CHILD, ANY AND ALL RISKS OF INJURY OR DEATH TO THE CHILD.

As consideration for being permitted by Silver Bear Swim School to participate in swimming/swim lessons and use the related facilities, I hereby agree, on behalf of myself and the Child, that I, the Child, our assigns, our heirs, our guardians, and our legal representatives, will not make a claim against, sue, or attach the property of: (i) Silver Bear Swim School, or its successors or assigns; or (ii) Silver Bear Swim School's officers, directors, shareholders, employees, or agents, or their successors and assigns ((i) and (ii) shall be referred to as the "Released Parties"), on account of injury or damage resulting from the negligence or other acts, howsoever caused, as a result of the Child's participation in the swim lessons.

I, on behalf of myself and the Child, hereby release the Released Parties from all actions, claims and demands, that I, the child, our assignees, our heirs, our guardians, and our legal representatives now have, or may hereafter have, for injury or damage resulting from the child's participation in the swim lessons.

I, ON BEHALF OF MYSELF AND THE CHILD, HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND SIGN IT ON BEHALF OF THE CHILD AND OF MY OWN FREE WILL.

Consent for Emergency Medical Treatment:

I hereby give my consent to Silver Bear Swim School, or its officers, directors, employees, or agents, to obtain all emergency medical or dental care prescribed by a duly licensed physician or dentist for the Child. This care may be given under whatever conditions are necessary to preserve the life, limb, or well being of the Child. In the event that the Child receives any treatment authorized by this consent, I agree to personally assume full financial responsibility for the costs associated with such treatment, and will promptly reimburse Silver Bear Swim School, or its officers, directors, employees, or agents in the event that it and/or they incur costs relating to any such treatment provided to the Child. The Child has the following allergies to medication:

Signature of Parent or Guardian: _____ **Date:** _____

Printed Name: _____



SILVER BEAR SWIM SCHOOL POLICIES

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

I agree not to drop off my child at Silver Bear Swim School and leave the facility.

If my child comes under a physician's care during the course of instruction at Silver Bear Swim School, I understand and agree that it is my responsibility to notify the office before the start of class.

I understand that if my child is under a physician's care while in swim lessons, I must provide Silver Bear Swim School with a Doctor's Release note permitting my child to participate in lessons.

I understand that due to operational costs, tuition for swim lessons is non-refundable unless there is a pool closure beyond our control. In cases of medical emergencies, credit for future lessons will be extended to customers.

_____ 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 I am making, at minimum, a three month commitment to swim lessons at Silver Bear Swim School and that 1 make-up lesson per month is offered to the customers of Silver Bear Swim School, LLC

_____ I understand that if I am not completely satisfied with my experience at Silver Bear Swim School within the first two weeks that I shall be reimbursed, minus the lessons my child was enrolled in and the registration fee. Decision to withdraw must be made before the start of a child's third lesson – no reimbursement will be made after that time.

_____ I understand that if I wish to withdraw my child/children from swim lessons, I am required to provide Silver Bear Swim School with at least 30 days written notice. Withdrawal forms are available at the front desk.

_____ I agree that if I have a child under the age of three years or a child that is not potty-trained attending swim lessons at Silver Bear Swim School, Inc., he/she must wear an approved swim diaper. Swim diapers must be reusable and are available at the office. Plastic training pants and disposable swimming diapers are not acceptable.

_____ I authorize Silver Bear Swim School to auto debit tuition monthly from the credit card provided during enrollment. Automatic debits shall be charged on the 1st day of the month for the upcoming month of swim lessons. Tuition cost is \$95 per month, per child.

I agree to assume all liability for my child(ren) and myself without regard to fault while at Silver Bear Swim School.

I hereby certify that I have read and understood the Silver Bear Swim School policies listed above.

Signature of Parent or Guardian: _____ **Date:** _____

Printed Name: _____