

Privateers

Student Contract



This agreement ("Agreement") is between _____

("Student) and Privateers Swim Lessons ("Privateers") and is valid as of / / and will remain valid for successive sessions until the student is no longer enrolled with Privateers. By signing below, the Student agrees to adhere to the rules of the Privateers. If the Student is under eighteen (18) years of age, "Student" will refer to Student's parent or guardian for the remainder of this document, ("Parent/Guardian") if appropriate. The Parent/Guardian will have the responsibility of ensuring that the Student adheres to the rules and will be held responsible for any action taken by the Student to the fullest extent allowed under the law. By signing below, the Student and Parent/Guardian agree to and acknowledge the following terms, conditions, rules, and policies:

- Tuition:** In return for Privateers services, Students agrees to pay the Privateers tuition that is set for the current year and listed on the Privateers website. A swim lesson package must be purchased in advance to have your time slot reserved. If a package is not purchased within 24 hours of the time slot request, it will be opened back up to the public.
- Enrollment:** Enrollment is available on March 1st of every year and remains open throughout the season (according to pool availability). For pools that remain open all year, enrollment is available at any time. Dates and times are not guaranteed, but will be accommodated to the best of Privateers' ability.
- Cancellation Policy:** Classes cancelled 24 hours before the start of class will not be penalized. For same day cancellations, a fee equal to half the price of the lesson may be assessed. The full price of the lesson will be charged for no shows or no calls. Classes cancelled due to bad weather will not be charged. Make-up classes are available based on instructor availability. For termination of all remaining classes with Privateers, a one (1) week notice is required in writing.
- Instructor:** Student may request a specific instructor, but it will not be guaranteed. Instructors' schedules vary. Instructors will give Student an advanced warning if there is a need to change teachers.
- Class Sizes:** Classes may need to be rescheduled or canceled, and will consist of no more than 2 students for every lesson.
- Rules:** Student agrees to be ready for the lesson at the designated start time. Student will not enter the water until directed to do so by the Instructor. Student must follow the pool rules at all times. Privateers will only be held responsible for actions that occur during the lesson. Once the Instructor states that the class is over, they are no longer responsible for the Student's actions and its consequences.
- Diapers:** Non-toilet trained and newly toilet trained Students must wear a swim diaper under their swimsuits. Privateers highly encourages "double-diapering" - wearing both a disposable and a reusable swim diaper - for all non-toilet trained children. If Student has an accident in the pool, Privateers recommends a swim diaper to prevent future pool closures.
- Clothing:** Student is responsible for wearing the appropriate swim clothing and bringing his/ her own towel. If Student has long hair, he or she must wear it tied back or wear a swim cap to prevent any disturbance during the lesson.
- Night Conduct:** During night classes, Students must exercise caution in and around the pool area.
- Health:** Student verifies that Student is in good physical condition and has no medical conditions that may affect his/ her performance or ability to participate in the lessons conducted by Privateers or elevate any risk of injury. Privateers reserves the right to prohibit Student from partaking in a scheduled lesson if Privateers determines that the Student is too sick or otherwise is not healthy enough to reasonably participate. Privateers also reserves the right to obtain emergency assistance in the event Student is in need of medical attention. Any charges for emergency services will be billed to Student.
- No Drop Offs:** If Student is under eighteen (18) years of age, he/she may not be left alone without a parent, legal guardian, or authorized caretaker without the consent of the Instructor. For students under the age of three (3), Parent/Guardian must accompany Student in the water.
- Indemnification:** Student agrees to indemnify and hold Privateers harmless from any and all liability resulting from or relating to any illness or injury from Student's participation in Privateers' swim lessons and Student's physical condition, including but not limited to, reactions to chlorine or common colds from swimming.
- Terms Invalid:** If any term, provision, covenant, or condition of this Agreement is held by a court of jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in effect and will, in no way, be affected, impaired, or invalidated.
- Rules Perpetual:** The involved parties acknowledge that the terms, conditions, rules, and policies contained in this Agreement remain in effect through Student's enrollment with Privateers, regardless of any changes to lessons or instructors.
- Attorney's Fees:** In the event of any litigation between the parties involved concerning this agreement or the rights and duties of either in relation to the cause of business, the prevailing party of such litigation shall be entitled to, in addition to other relief as may be granted, reasonable attorneys' fees and costs of litigation as determined by the Court in said litigation, or a separate action brought for that purpose. In the event of any litigation, the Student and Student's family agrees to pay all attorney fees. Both parties. Personal and those of Privateers.
- Waiver:** No waiver of any breach or default by any party will be considered to be a waiver of any other breach or default. This is to certify that I, as Parent/Guardian with legal responsibility for Student, consent and agree his/ her participation with Privateers. For myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold Privateers harmless from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above.

Date: / / (Signature) _____ (Print) _____

Permission to Publish Release: I hereby grant permission to Privateers Swim Lessons to use, reproduce, and/or publish digital media with my child's and/or my picture and verbal and/or written quotes for promotional use. We will use video and / or pictures and written or verbal quotes only with your written permission.

_____ I grant Privateers Swim Lessons permission to publish pictures, verbal and written quotes and/or video of my child and/or myself.

_____ I do not grant Privateers Swim Lessons permission to publish pictures, verbal and written quotes and/or video of my child and/or myself.

Date: / / (Signature) _____ (Print) _____

Privateers

Student Information



Parent / Guardian Name: _____

Relation to Student: _____

Phone Number: () _____

E-Mail Address: _____

Student's Name: _____

Student's Date of Birth: / / Current Age: _____

Medical Conditions: _____

Additional Comments: _____

In Case of Emergency, Call () _____

Name: _____

Relation: _____