



SWIM LESSONS CONTRACT

SHORE 2 SWIM, LLC
1914 Shadowbrook Drive
Wall, NJ 07719
732-233-3641 SHORE2SWIM@gmail.com

***** THIS FORM MUST BE MAILED OR EMAILED to the above address BEFORE LESSONS CAN BEGIN*****

I, _____, have enrolled _____ (student's name) to participate in Private Swimming Lessons with SHORE 2 SWIM, LLC.

I fully understand that:

- 1) All swimmers should be dressed in a swimsuit and ready to begin at the scheduled start time. If the student is not present 15 minutes after the scheduled start time, then the instructor is under no obligation to complete the lesson. Lessons will end at the scheduled time regardless of start time.
- 2) Once an Instructor is identified for my needs, I am responsible for scheduling future lessons with my Instructor.
- 3) If I am unable to make the scheduled swimming lesson due to illness, emergency, or travel of any circumstance, it is my responsibility to notify my instructor 24 hours prior to my scheduled lesson to reschedule. If I am unable to contact my Instructor personally about the lesson, I will email SHORE2SWIM@gmail.com to inform the instructor of my situation. I will be charged in full for a lesson if less than 24-hours notification is given. Refunds will not be issued for lessons missed; however, absences can be made up at a later time and must be coordinated with the swim instructor.
- 4) I agree to pay \$_____ for each ½ hour or hourly (circle one) private or semi-private lessons. (circle one)
- 5) Payment (either cash or check) must be made (check one)
 - Prior to the start of lessons.
 - Every _____ starting on _____.
- 6) If payment is not received within 30 days of the due date, then interest will accrue at the rate of 1.50% per month.
- 7) I hereby assume all of the risks of _____ (student's name) participating in swim lessons and acknowledge that the Instructor is not responsible for any injuries resulting from my child or the property owner's negligence.
- 8) If any person accompanying the registered student, including but not limited to, family members, friends, and acquaintances experiences any personal injury while on the premises at any time including during scheduled lessons for a registered student, neither I nor that person shall be able to pursue any legal action against the instructor, SHORE 2 SWIM, LLC, the property owner, or the property manager.
- 9) I also understand that the Instructor, SHORE 2 SWIM, LLC, the property owner, and the property manager are not responsible for any damages or loss to person or possession while on the premises.
- 10) I FULLY UNDERSTAND THAT: (a) WATER RELATED ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (B) these Risks and dangers may be caused by my own actions or inaction's, the actions or inactions' of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
- 11) I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SHORE 2 SWIM, LLC, their respective administrators, directors, agents, officers, members, volunteers and employees, other participants any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

COVID-19 Waiver: By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family, including child(ren), and I may be exposed to or infected by COVID-19 while at the pool and that such exposure or infection may result in personal injury, illness, permanent disability, and death. 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, my family and my child(ren) may experience or incur in connection with swim instruction. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Shore 2 Swim, LLC and their employees, whether a COVID-19 infection occurs before, during, or after participation in swim instruction. By signing this agreement, I understand and will adhere to the policies and procedures set forth by Shore 2 Swim, LLC in regard to COVID-19. I understand all signs of COVID-19 and will cancel the lesson if any of the following symptoms arise: Fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea. I understand that any temperature above 100.4 will deny student participate in swim instruction.

I have read the above contract and agree to abide by the policies and procedures presented in this document, as well as those of the facility. Please contact Susan Parsons at SHORE2SWIM@gmail.com if you have any questions or concerns.

Swimmer's Signature

Date

Parent/Guardian's Signature (if minor)

Date

Property of Shore 2 Swim, LLC