



Sharky's Swim School

2017 STUDENT INFORMATION

—Must be filled out for all students—

1. Last Name: _____ First Name: _____ MI: _____
 Sex: M ____ F ____ Date of Birth: _____ Age: _____
 Are there any medical Issues we need to know about? _____
2. Last Name: _____ First Name: _____ MI: _____
 Sex: M ____ F ____ Date of Birth: _____ Age: _____
 Are there any medical Issues we need to know about? _____
3. Last Name: _____ First Name: _____ MI: _____
 Sex: M ____ F ____ Date of Birth: _____ Age: _____
 Are there any medical Issues we need to know about? _____

Parents/Guardians' First and Last Name _____
 Street Address _____ City _____
 State _____ Zip Code _____ Preferred # _____ Alternate # _____
 Work Phone # (opt) _____ E-Mail Address _____
 How did you hear about us? _____
 Emergency Contact/Relation: _____ Phone # _____

FINANCIAL INFORMATION

As the client or legal guardian of the client, I authorize **Sharky's Swim School** to provide swim lessons to myself or to the person to which I am the legal guardian. I authorize the release of any information necessary to process payment. Also, I agree to Sharky's policy to collect payment upon first lesson. I understand that if I suspend or terminate my lessons at any time, there will be no refund. I realize that by failure to keep this account current may result in Sharky's being unable to provide additional services. In the case of default on payment of this account, I agree to pay collection costs and reasonable attorneys fees incurred in attempting to collect on this account or any future outstanding balances.

 Signature of client or legal guardian _____
 Date

STUDENT INFORMATION CONSENT FORM

I authorize Sharky's to leave messages on phone numbers listed in my contact list to handle issues related to my lessons i.e. appointment reminders, billing, and any other reasons related to my time at Sharky's.

 Signature of client or legal guardian _____
 Date

**SWIM LESSON AND WELLNESS RELEASE
WAIVER OF LIABILITY & INDEMNITY AGREEMENT**

I acknowledge, agree, and represent that I have or immediately upon entering will inspect such premises and facilities. I also agree that the premises, all facilities, and equipment belonging to Sharky's and the Timpany Center are reasonably suited for the purposes of my observation and use. This is also an acknowledgment that I accept myself as sage to such premises and all facilities and equipment.

I agree to the following:

- A. I release, waive and discharge Sharky's and the Timpany Center, it's owners, assignees, employees, affiliates, (here after referred to as "Releases") from all liability to me or those who accompany me for any loss or damage including any loss or damage on account of injury to my person or property, or my death, whether caused by the negligence of the "Releases" or otherwise.
- B. I also hereby further covenant not to sue "Releases" for any loss or damage, including loss or damage on account injury to the person or property of me or the death of me or those accompanying me while I am in or around Sharky's and the Timpany Center or in any facilities or related equipment.
- C. I also agree to indemnify, save, and hold harmless the "Releases" from any loss, liability, damage or cost he or she may incur as it relates to my swim lesson and those accompanying me while we are in or around Sharky's and the Timpany Center.
- D. I also assume full responsibility for any bodily injury, death or property damage due to the negligence of "Releases" or otherwise while in or around Sharky's and the Timpany Center or while using the premises or any facilities or equipment.

I, for and in return for sufficient, good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby release and forever discharge Sharky's and the Timpany Center, their agents, servants, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all actions, causes of action, lawsuits, claims and demands which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to swim lessons and the observation of services either in the water or on land.

It is understood and agreed that this release is made in full and complete settlement and satisfaction of the aforesaid actions, causes of action, claims and demands; that this Release contains the entire agreement between the parties; and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned and his/her respective heirs, executors, administrators, personal representatives, successors and assigns. This Release shall be subject to and governed by the laws of the State of California.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

Signature of client or legal guardian

Date

CANCELLATION AND NO SHOW POLICY

The following are our policies regarding cancellations and no-shows. We take this subject seriously at Sharky's because *we have seen it make a difference in whether you succeed in your lessons or not*. Showing up as scheduled for these visits is your most important job. Other than that, all you need to do is follow your instructor's directions and we will be able to help you achieve your goals in swimming lessons.

- **We require 24 hours notice in the event of a cancellation.** It is your responsibility when you call in to have an alternative time in mind that will ensure you get in the full number of lessons that week whenever possible.
- **There is no refund for cancellation without proper notice.** This charge will be paid by you personally.
- You may need to see a different instructor other than the one who normally teaches you if you do re-arrange your appointment. All of our instructors are experienced, so you will be in good hands. You will return to your original swim instructor in the next regularly scheduled visit.
- **Lesson make-ups are allowed when students are sick only.** Please call us to let us know how you or your student is doing. Only 1 make up class per session.
- **Lessons are held in all weather conditions; rain or shine. :)**

Why are we so serious about this?

When you do not show up as scheduled, three people are hurt. You, because you don't get the lesson you need, the swim instructor who now has a space in his/her schedule since the time was reserved for you personally, and another student who could have been scheduled for a lesson if proper advance notice of a cancellation had been given.

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Date

GENERAL RULES & POLICIES

In order to ensure safety and fun for everyone, a review of the rules and policies is necessary.

1. Sign in daily at the front desk.
2. Only students are allowed in the pool.
3. All children must be supervised by an adult at all times. We are not responsible for students before, during or after swim lessons.
4. All children under 4 years old must wear an approved swim diaper under swimming suits. Swim diapers are available for sale at the front desk. Plastic training pants and disposable swim diapers are not allowed.
5. Our motto: Safety, safety, safety. Please no running on the pool deck, no jumping or diving in the shallow end of the pool. This includes sitting on the side to jump and also jumping from the steps. No splashing or roughhousing in the pool. No exceptions.
6. Pool toys will be provided by Sharky's for lessons only. Please do not bring swim toys from home.
7. GLASS is prohibited around the pool.
8. Class time is for learning. Please ensure that students have eaten before class. No food or gum in the pool area.
9. Long hair must be tied back for students
10. Priority enrollment is open until week 5 of each 6 week session, payments received by the end of this week is the only way to ensure you can continue in the same time slot. (Aside from a change in instructor schedule)

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