

Swimming School Policies

Enrollment and Fees

Students are automatically reenrolled into the following month for the same class if a cancellation request is not received before the month's deadline (see below). Tuition fees will be charged to the credit card attached to your account at the beginning of each month. A valid credit card must be linked to your account at all times. Saratoga Star Aquatics reserves the right to revise the fees and rates at any time.

Minimum Booking / Registration Fee

All bookings regardless of start date or submission of cancellation are required to book through to the end of the calendar month. The entire registration fee will be applied. Registration Fee(s) are charged annually and is dependent on the student's start date. Registration Fee(s) are non-refundable.

Missed Classes and make-up policy

<u>NO MAKE-UP CLASSES WILL BE GIVEN FOR MISSED CLASSES.</u> For <u>Private and Semi-Private Lessons</u>, the student can join a group lesson of the same level, up to once a calendar month. For <u>Group</u>, the student will receive a free-swim coupon, up to once a calendar month. No free-swim coupons or group lessons will be honored if student did not missed any class during the month.

Booking Cancellations

Cancellation form may be filled out online or in person at the facility. <u>Please make sure to keep your copy of the cancellation confirmation email for your records.</u> <u>Cancellation requests via: PHONE, FAX, SNAIL-MAIL and/or VERBALLY will not be accepted</u>. Any tuition or registration fees paid for the current month are NON-REFUNDABLE. If the cancellation request is received on or before the 25th of the current month, then the student will only need to attend the remaining classes of that month and you will NOT be charged for the following month. If your request is received AFTER the 25th, then you will be charged for the following month and the cancellation will occur at THE END of that month.

Scheduling / Substitute Instructors

Saratoga Star Aquatics will make all efforts to schedule swimmers for preferred times, but cannot guarantee availability. Saratoga Star Aquatics will make all efforts to keep instructors consistent for any given class. Refund requests due to a substitute instructor will NOT be honored.

Change Classes

If you would like to change the time of your class, Saratoga Star Aquatics will make all efforts to reschedule swimmers for preferred times based on the availability of the classes. Students MUST vacate their existing class spot in order to obtain a new time slot.

Family Credit

Family credit can be used for your swimming classes within one year. After one year, the credit will expire. If you withdraw or cancel registered classes, the family credit will not be refunded and the credit can only be used for future classes within one year.

Media Release

I authorize SSTA to use photos or videos taken of my child, and to allow my child to be identified in them, for the purposes of promoting SSTA but not limited to: SSTA website and newsletter and local newspapers and television.

By signing below you confirm that you have read, understood, and agreed to the policies set forth above by Saratoga Star Aquatics.

Signature:_____

Date:_____ Parent ID:_____

Front Desk Personnel:_____

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Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the Saratoga Star Aquatics Indoor Aquatics Center (or for children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, the undersigned, for himself or herself and such participating children and any personal representatives, heirs and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the Saratoga Star Aquatics Indoor Aquatics Center for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE SARATOGA STAR AQUATICS INDOOR AQUATICS CENTER FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE Saratoga Star Aquatics, its directors, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned or such children and all his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Saratoga Star Aquatics.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the Saratoga Star Aquatics Indoor Aquatics Center premises or in any way observing or using any facilities or equipment of the Saratoga Star Aquatics Indoor Aquatics Center or participating in any program affiliated with the Saratoga Star Aquatics Indoor Aquatics Center whether caused by the negligence of the releases or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releases or otherwise while in, about or upon the premises of the Saratoga Star Aquatics Indoor Aquatics Center and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Saratoga Star Aquatics Indoor Aquatics Center. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Adult Name	Signature	Date
Adult Name	Signature	Date