



Private Swim Lessons Contract

Provo Swim Lessons, LLC
1011 Independence Ave
Provo, UT 84604
801-810-7728

I, _____, have enrolled _____ (student's name) to participate in Private Swimming Lessons with Provo Swim Lessons, 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 get a hold of my instructor personally about the lesson, I will email erinaw@provoswim.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 _____ private lessons.
- 5) Payment (either cash or check) must be made (check one):
 - o Prior to the start of lesson(s).
 - o Every _____ starting on _____.
- 6) If payment is not received within 30 days of the due date, then interest will accrue at a 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 my instructor, Provo Swim Lessons, LLC, the property owner, or the property manager.
- 9) I also understand that the instructor, Provo Swim Lessons, 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 inaction's 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 PROVO SWIM LESSONS, 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, LOSSES, OR DAMAGES 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 this 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.

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 Erina Williams at erinaw@provoswim.com or visit ProvoSwimLessons.com if you have any questions or concerns.

Swimmer's Signature

Date

Parent / Guardian's Signature (if minor)

Date