

# Class Management, Parental Liability & Program Participation Guidelines

Welcome to Catch the Wave Swim Club! To ensure a great experience, we kindly ask you to review the following document. For questions and further clarification, please contact our office.

#### What to Wear for Swim Lessons

**Reusable Swim Diapers:** These are a must for our little swimmers who aren't yet toilet-trained. You can bring your own or you can easily purchase one at our front desk. Give us a quick shout before your class day, just to make sure we've got the right size ready for your swimmer. Reusable swim diapers should be snug and never baggy when worn correctly.

**Swim Caps:** A splash of color for every swimmer! Everyone, aside from our Parent/Child class participants, needs one. These aren't just any caps; they're color-coded to signify different skill levels. Plus, we personalize them with names and start dates, helping us connect with your child and monitor their swimming journey. If wearing a cap isn't quite your child's thing, no problem – just bring it poolside during class.

**Swim Goggles:** While not mandatory, we highly recommend using swim goggles for a better experience in the water. However, please steer clear of the scuba kind which covers the nose. They might keep the water out, but they also keep the progress at bay. Learning how to prevent water from entering the nose is an important aspect of swim training.

## **Class Management**

**Schedule Adjustments:** Given our small class sizes, we might sometimes merge classes based on enrollment. If your schedule can't flex, we'll keep your desired class time through what has been paid, though your child might have to join a different level temporarily.

**Unexpected Closures:** Bad weather, staffing issues, pool issues, low attendance or other surprises might mean canceled lessons. If this happens, we'll arrange a free makeup class. But please note – we don't offer refunds or credits for these types of missed lessons.

**Instructor Availability:** Life happens, and sometimes instructors might be away. For this reason, we cannot guarantee your instructor of choice. However, we will do our very best to accommodate your child the best we can.



**Holiday Closures:** We will be closed and will not hold classes on the following holidays: 4th of July, Halloween, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. If your regularly scheduled class falls on one of these holidays, you have a few options. You can choose to receive a free makeup class (automatically added to your account), an account credit, or request that the day not be billed. Please let us know your preference before billing goes out. If billing has already been processed, you will need to choose between receiving an account credit or a free makeup class.

Class Age Requirements: Our class levels have minimum age requirements to ensure a safe learning environment for all students. We understand that some children progress quickly, and our two-tier level system is designed to support continuous skill development. If you feel your child is ready to advance but doesn't meet the age requirement for the next level, please speak with management. We're happy to work with the instructor to provide more challenging activities within their current level, potentially incorporating elements from the next level. Only with management approval and under specific circumstances can age requirements be waived. Your child's safety and progression are our top priorities!



#### **Comprehensive Liability Waiver and Program Participation Agreement**

Authority and Capacity Verification: I, the undersigned, confirm that I have the authority to grant permission for myself and any child(ren)/minors listed herein to participate in Catch the Wave Swim Club activities. I affirm that I have the legal capacity to understand and agree to the terms of this waiver. If I am not the legal parent or guardian of any listed child(ren), I confirm that I am a designated representative and have been granted the appropriate authority to enroll them in Catch the Wave Swim Club activities. A designated representative is a responsible adult (18 years or older) authorized by the legal parent/guardian to sign this waiver, enroll the child(ren) in activities, and supervise them at Catch the Wave Swim Club. For the purposes of this waiver, the term "child(ren)" refers to all minors listed herein.

Liability Waiver & Acknowledgment of Risk: I, the undersigned, as the parent, legal guardian, or designated representative of the child(ren) listed herein, fully acknowledge and consent to my own and my child(ren)'s participation in all activities at Catch the Wave Swim Club, including but not limited to Swim Lessons, Parties, Parent's Night Out, Open Swims, Private Events, Swim Meets and Camps. I understand the inherent risks involved in these activities, including but not limited to serious injuries or death. I further acknowledge that participation in activities in a public facility carries the risk of exposure to communicable illnesses, including but not limited to colds, flu, and other viruses. I understand that there is an inherent risk of illness transmission that I assume by participating in these activities. By signing this waiver, I assume full responsibility for any risks, injuries, losses, or damages that might occur to myself and my child(ren) during their participation, whether arising from the activities themselves or occurring on the premises of Catch the Wave Swim Club.

**Liability Release:** I, the undersigned, hereby release, indemnify, and hold harmless Catch the Wave Swim Club, its officers, agents, and employees from any and all claims, demands, actions, causes of action, or liabilities resulting from or arising out of my own or my child(ren)'s participation in the club's programs, except in instances of gross negligence or willful misconduct by the club or its staff. This waiver is binding on me, my child(ren), our heirs, executors, administrators, and assigns.

**Emergency Medical Treatment Consent:** In the event of a medical emergency, I, the undersigned, authorize Catch the Wave Swim Club and its representatives to seek and authorize necessary emergency medical treatment for myself and my child(ren). I agree that the club and its representatives shall not be liable for the outcomes of any medical treatment or emergency decisions made under this authorization.

**Medical Fitness:** I, the undersigned, certify that I and my child(ren) are in good health and free from any medical conditions that could impair our ability to safely participate in swimming activities at Catch the Wave Swim Club. If I or my child(ren) have any medical conditions that might affect participation, then I confirm that we have been evaluated and cleared for participation by a qualified medical provider. I agree to immediately inform Catch the Wave Swim Club of any changes in health status or medical clearance that might affect our safe participation.



Parental / Designated Guardian's Responsibility for Safety: I, the undersigned, as the parent, legal guardian, or designated representative, understand that it is my sole responsibility to supervise and ensure the safety of my child(ren) at all times while at Catch the Wave Swim Club (CTW). I acknowledge that there will not always be a dedicated lifeguard on duty during program activities. I understand the primary role of CTW instructors is to provide swim instruction and they may not be available or equipped to perform lifeguard duties in the event of water emergencies. I agree to remain vigilant and will actively monitor my child(ren) at all times especially in and around the water. Important Reminder for Parent-Child Swim Participants: We want everyone to have a safe and fun swim lesson experience! Because your parent-child class requires your direct participation in the water, please arrange for another responsible adult (18 years or older) to supervise any other children you have in lessons at the same time.

Parental / Designated Guardian's Responsibility for Adherence to Pool Rules: I, the undersigned, as the parent, legal guardian, or designated representative, acknowledge and accept the responsibility to ensure that my child(ren) and I follow all posted pool rules and guidelines at Catch the Wave Swim Club. I understand that adhering to these rules is crucial for the safety and well-being of all patrons and contributes to a positive environment at CTW facilities.

**Privacy & Data:** I, the undersigned, acknowledge that Catch the Wave Swim Club will collect and store personal information about my child(ren) and me for club administration and operational purposes. This information will be handled with diligence and care. While we generally do not share information with third parties without explicit consent, I understand and agree that Catch the Wave Swim Club may, at its discretion, utilize this information for internal business purposes, which may include sharing of data with select, trusted partners for operational, marketing, or business development activities, in compliance with applicable laws.

**Call & SMS Compliance:** Catch The Wave uses texting and voice calling as convenient and fast methods of communicating with our members. I, the undersigned, agree to receive automated text messages and calls from Catch The Wave Swim Club to the mobile number that I have provided. I understand that I am not required to provide my consent as a condition of purchasing any goods or services through these methods. I can Reply STOP to cancel. I understand that regular message and data rates may apply.

**Media Release:** I, the undersigned, understand that photos/videos are occasionally taken at Catch The Wave Swim Club and any photo taken of my child may be used for training and publicity purposes, including print, digital and all other forms of media advertising. Not all photos/videos are posted or published and in the event a parent/guardian or authorized representative is unhappy with a published photo/video, it will be taken down promptly upon request.

**Severability:** If any provision of this document shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.



### **Acknowledgment & Agreement**

**Electronic Agreement:** Alright, let's make it official with a click! If you agree to the terms and conditions outlined above, you'll need to head over to the parent portal to accept them. Your electronic agreement is like saying "Yep, I've got it!" to everything in this document for you and your kiddos. We're all about creating a fun, safe swimming experience, and your trust means the world to us. Thanks for reading through – we're super excited to dive into this adventure with you!