

## LIFECYCLE AQUATICS, LLC WAIVER, RELEASE & POLICIES

PARTICIPANT: \_\_\_\_\_

I, \_\_\_\_\_, the student (or legal parent or guardian of \_\_\_\_\_) release LIFECYCLE AQUATICS, LLC, Jennifer May, and any contracted instructors of LIFECYCLE AQUATICS, LLC from any and all claims, demands and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the participant and/or the undersigned, while engaging in a swim lesson under the control and supervision LIFECYCLE AQUATICS, LLC, or in route to or from any lessons. I willingly and knowingly assume for myself all risk of physical and emotional upset which may occur during any LIFECYCLE AQUATICS, LLC swim lesson, and I agree to hold LIFECYCLE AQUATICS, LLC employees or volunteers harmless from any and all liability arising from participation.

The adult student and/or adult guardian and LifeCycle Aquatics, LLC dually release and agree to hold each other harmless from, and waive on behalf of themselves, heirs and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss that may be caused in any way or related in any way to Coronavirus/COVID-19.

I understand, agree, and acknowledge that there are risks inherent in sports activities, including swimming, and including any swim class taught by Lifecycle Aquatics, LLC. These risks include, but are not limited to, paralyzing injuries, brain injuries and death. These activities may be of a hazardous nature and/or may include activities such as swimming, diving, a variety of strenuous exercise and physical activities. With the full understanding of the facts, I state that to the best of my knowledge I, or my child listed above, has no medical, physical, or emotional health conditions, which would hinder or prevent their participation in a swimming class. I also understand that in-water lessons cannot commence unless this form is signed by the adult student or an adult guardian of a student.

**PAYMENT** for pre-season SUMMER OUTDOOR bookings are due 7 days after reservation is confirmed; in-season summer bookings are due 7 days before first class. If payment is not received as described, and special arrangement for payment is not arranged, I understand that my class reservation, including entire packages, may be canceled. If there are discrepancies or reasons that the amount cannot be paid at the designated time, please inform LifeCycle Aquatics, LLC.

INDOOR lesson payments are due at time of booking.

ALL PACKAGES must be paid in full and in advance. If payment is not received per payment guidelines, Lifecycle Aquatics, LLC can assume that the swimmer will not be in need of lessons, and can remove their name from all time slots.

Payment can be made online via:

credit card, PayPal ( [jen@lifecycleswimming.com](mailto:jen@lifecycleswimming.com) ) or Zelle ( [jen@lifecycleswimming.com](mailto:jen@lifecycleswimming.com) )

or by check: LifeCycle Aquatics, LLC and mail to: 18 Stephen Street Montclair, NJ 07042

A \$25 fee will be charged for any checks returned by the bank.

### **CANCELLATIONS**

Should for any reason the client and/or the instructor need to cancel a lesson:

- 24-hour notice for cancellation is required. The missed lesson can be re-scheduled.
- If the student does not provide 24-hour cancellation notice for a pre-paid lesson, the lesson will be considered a "no-show," with no make-up, and no refund.
- Exceptions may be made at Lifecycle Aquatics, LLC discretion for client illness or emergencies.
- Inclement Weather: lesson will be re-scheduled with no cancellation penalty.
- If instructor needs to cancel and fails to provide a 24-hour notice, the client will get 1 free lesson or full refund.
- Full Package Refunds: With 1- week notice, any package will be refunded at 80% value of the pack.
- If medical cancellation is needed for any package, a 90% refund will be issued for any remaining classes, provided client presents a doctor's note.
- If package can't be finished due to repeat effect of cancellations, and the eventual closure of a seasonal pool, refunds will be issued at Lifecycle Aquatics, LLC discretion.

### **POLICY**

All minor students MUST be accompanied by an adult guardian or caregiver who must be on deck at all times with a clear view of the lesson. Minors cannot be left alone with an instructor. Failure to provide a guardian or caregiver will result in cancellation of the lesson.

ADULT PARTICIPANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

GUARDIAN NAME (if student under age 18): \_\_\_\_\_ (print)

GUARDIAN SIGNATURE NAME (if student under age 18): \_\_\_\_\_ DATE: \_\_\_\_\_