

Liability Agreement and Policies for Christine Stokes' Empowered Aquatics

Liability Release

I, [Parent or Legal Guardian's Name / Self], am the parent or legal guardian of [Child's Name] (if applicable) will be participating in swimming lessons provided by Christine Stokes' Empowered Aquatics. In consideration for myself and/or my child being allowed to participate in the swimming lessons, I hereby agree to the following terms and conditions: I understand that swimming lessons involve physical activity and that there are risks involved. I certify that myself and/or my child is in good health and able to participate in swimming lessons, and that any accommodations or special needs required for their participation have been discussed with and agreed upon by Christine Stokes' Empowered Aquatics Mobile Swim Business. I understand that the safety of myself and/or my child is my responsibility. I agree to supervise my child before, during, and after the swimming lesson. I acknowledge that I may need to provide additional support or assistance to my child during the lesson. I agree to release and hold harmless Christine Stokes' Empowered Aquatics Mobile Swim Business, its owners, employees, agents, and contractors from any and all claims, actions, suits, or demands, including any liability for personal injury, illness, death, or property damage, arising from myself and/or my child's participation in swimming lessons provided by Christine Stokes' Empowered Aquatics Mobile Swim Business. I understand that Christine Stokes' Empowered Aquatics Mobile Swim Business does not provide medical insurance for myself and/or my child, and I assume all financial responsibility for any medical treatment my child may require as a result of participation in the swimming lessons.

Pool Conditions

Pool temperature must be a minimum of approximately 82 degrees to ensure student comfort and an environment conducive to learning to swim. We reserve the right to cancel or cut short the lesson without a refund due to inadequate pool temperature or unsanitary pool conditions.

Multimedia Release

I give permission to Christine Stokes' Empowered Aquatics, to use photographs, videos, and/or other digital or electronic media ("Media") taken of me or my child while participating in swim classes or related events.

I understand that the Media may be used for advertising, marketing, and promotional purposes in print, electronic, or digital media, including but not limited to the swim business's website, social media platforms, and advertising materials. I agree that Christine Stokes' Empowered Aquatics may use the Media without any payment or compensation to me or my child.

By agreeing to this waiver, I release Christine Stokes' Empowered Aquatics, its directors, officers, employees, and agents from any and all liability arising from the use of the Media as described above.

Make Up Policy

To be eligible for a makeup lesson, we require at least 24 hours' notice of cancellation. While we understand that illnesses can occur unexpectedly, if you cancel less than 24 hours before your scheduled lesson time, there is no guarantee of a makeup lesson, and you will still be charged for the missed lesson. In the case of inclement weather or other unforeseen circumstances that cause the instructor to cancel a lesson, we will notify you as soon as possible and offer a makeup lesson at a mutually convenient time. However, we cannot guarantee a makeup lesson for all situations but we will always do our best. If our instructor arrives for a scheduled lesson and finds that the pool is closed or there is a no-call no-show, the client will still be charged for the lesson, and there will be no makeup lesson provided. At Christine Stokes' Empowered Aquatics, we strive to be fair and accommodating to both our clients and our instructors' time. Thank you for your understanding!

Payment Policies

A valid credit card is required to complete your swim lesson registration but you will not be charged for the lesson package until your lessons have been confirmed. All lessons must be prepaid via credit card to ensure an instructor can accommodate the duration of the lessons and help give our instructors a more predictable schedule since they are commuting to individual pool locations.

Refunds

Our priority is ensuring client satisfaction. We understand that schedules can change, and we will do our best to accommodate any necessary adjustments. However, please note that we do not offer refunds for purchased packages. Instead, we offer the following options:

Rescheduling: Clients may reschedule their booked sessions with at least 24 hours' notice prior to the scheduled session. Please contact us directly to request a rescheduling.

Account Credit: If rescheduling is not an option, clients may request that the value of the session be credited to their account for use towards future services. This credit must be used within 12 months from the date of the original purchase.

Please understand that our refund policy is in place to help us maintain the quality of our services and manage our schedules effectively. We appreciate your cooperation and understanding.

Electronic Signature

The Liability release, assumption of risk and policies is an electronic contract that governs your use of and access to the Christine Stokes' Empowered Aquatics website and services. Upon agreeing to the Liability release, assumption of risk and policies when completing the swim lessons registration form, you acknowledge that you understand and agree to be legally

bound by the terms, conditions, and notices contained or referenced herein. Checking the box creates an electronic signature that has the same legal force and effect as a handwritten signature.