

# The Swim School

The Dive Shop  
999 South Yates  
Memphis, TN 38119  
901-763-3483

# Swimmer Registration Form

Please fill out the following information, by printing legibly, and send the form back in the enclosed envelope to THE Swim School with your payment. Your child's place in this class is not guaranteed until we receive this registration form and payment in full.

Child's Name		M/F	DOB	Age
Mother's Name		Father's Name		
Mailing Address		City	State	Zip code
Phone #1	Phone #2	Phone #3	Phone #4	
E-Mail Address				
<b>PHOTOGRAPHY WAIVER</b>				
Here, at THE Swim School, we take a lot of pictures, some of which are posted on bulletin boards around the school or published on our newsletter or our website. Please initial your consent or opposition below.				
<input type="checkbox"/> CONSENT		<input type="checkbox"/> OPPOSED TO PICTURES		
<b>EMERGENCY &amp; MEDICAL INFORMATION</b>				
Does your child have an allergy/medical condition that could be adversely affected by exercise or swim lessons? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain.				
<small>** We reward children with M&amp;M chocolate candies or Skittles. Absolutely no peanut products are used.</small>				
<b>EMERGENCY CONTACT: Name and phone # of a person (other than a parent/guardian) we can contact.</b>				
Name		Phone		
<small>For office use only. For office use only. For office use only. For office use only. For office use only.</small>				
Date Received:			Entered by:	
<input type="checkbox"/> Auto-Pay Form		<input type="checkbox"/> Waiver		<input type="checkbox"/> Policies

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# Policy Acknowledgement & Understanding Form

Child's Name	Parent's Name

## Make-up Policy

In order to maintain the integrity of our classes regarding content, size, consistency, and progression, we do not offer make-ups or refunds for missed lessons. We have found that adding children to classes for make-ups disrupts the rhythm of the class. Please do your best to attend your scheduled classes. Instead, The Swim School, will extend one \$10 credit EVERY OTHER MONTH to any child who misses class due to illness. That \$10 credit can be used for lessons, special events, or in the pro shop. A doctor's note will be required to receive this credit. Extraordinary and extended illnesses will be handled on a case-by-case basis.

## Swim Pants Policy

Fecal contamination in or around a pool poses a serious health risk to all persons using the facility. When an accident occurs, we are forced to shut down operations for an extended period of time to properly clean and sanitize our facility. We are trying to reduce the spread of disease and inconvenience to swimmers whose lessons are cancelled. For the health and safety of our swimmers and teachers, please heed the following guidelines.

Children **UNDER THREE YEARS OLD** are required to wear reusable swim pants. Due to the failure of disposable swim diapers to work effectively, we must require only reusable, Health Department approved, swim pants in our pool. The Swim School provides a wide selection of swim pants for sale in our retail area. Some styles fit under your child's swimsuit and other styles ARE your child's swimsuit. We are experts at fitting swim pants. Please do not buy a size for your child to "grow into." The elastic legs must be tight enough to contain an accident. Please arrive a few minutes early to purchase your child's swim pants.

## Uncontrollable Closures Policy

The Swim School makes every effort to remain open and operational in all weather and under all circumstances. There are, however, situations outside our control that make remaining open impossible or unsafe. On these rare occasions, we will extend a \$14 credit to all students whose classes have been cancelled. This \$14 credit can be used for lessons, special events, or in the pro shop.

Parent's Initials Indicate Understanding/Agreement	THE Swim School, Policies
	I understand and agree that swim lessons should never replace adult supervision.
	If my child comes under a physician's care during the course of instruction at THE Swim School, I understand and agree that it is my responsibility to notify the office before the start of class.
	I understand that due to the operational costs, tuition for swim lessons is non-refundable. In cases of medical emergencies, credit for future lessons may be extended to customers.
	I agree that while I have a child under the age of four years attending swim lessons with THE Swim School, he/she <b>MUST</b> wear reusable swim pants.
	I understand that THE Swim School, does not offer make-up lessons.

Parent's Signature	Date

**THE SWIM SCHOOL, CONTINUING WAIVER & RELEASE OF LIABILITY,  
ASSUMPTION OF RISK & INDEMNITY, AND EMERGENCY CARE PERMISSION**

*PLEASE READ CAREFULLY BEFORE SIGNING BECAUSE THIS IS A CONTINUING RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. IT ALSO GRANTS CONTINUING PERMISSION FOR EMERGENCY CARE.*

In consideration of permitting me, \_\_\_\_\_ (participant), to enroll in a swim or snorkeling instructional course and/or participate in swimming, snorkeling, physical activities, and related operations conducted by any staff member(s) of The Swim School, or The Dive Shop, in the city of Memphis, State of Tennessee, beginning on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, I agree for myself, my personal representatives, heirs and next of kin:

**I HEREBY ACKNOWLEDGE** that **SWIMMING/SNORKELING/SCUBA DIVING, CLIMBING WALLS/ROPE SWINGS/AND RE LIKE ARE POTENTIALLY DANGEROUS ACTIVITIES** and involves the inherent risk of serious injury (including paralysis), death and/or property damage both in and under the water as well as on the pool deck itself.

**I HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE THE SWIM SCHOOL, The Dive Shop**, their facilities, staff or any of its officers, instructors, agents or employees (the Releases) **FROM ALL LIABILITY** to myself, my minor child(ren), my personal representatives, signs, heirs and next of kin **FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID COURSE, ACTIVITIES OR ANY OTHER RELATED DIVING/SWIMMING OPERATIONS THAT MAY OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

**I HEREBY ASSUME FULL RESPONSIBILITY** for any risk of bodily injury, death or property damage, now and forever, arising out of or related to participation and/or instruction in said course, activities or any other swimming/snorkeling operations, whether caused by the negligence of Releases or otherwise.

**I HEREBY ACKNOWLEDGE** that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releases and agree that this Waiver and Release of Liability extends to all acts of negligence by said Releases, including negligent rescue operations and is intended to be as broad and inclusive as permitted by the laws of the State in which the activities are conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I ACKNOWLEDGE** that it is my responsibility to provide for my own and/or my child(ren)'s own accident and health coverage while participating in swim activities.

In the event I cannot be reached and/or am incapacitated or otherwise able to give consent, **I GIVE PERMISSION FOR EMERGENCY MEDICAL, SURGICAL AND HOSPITAL TREATMENT** and procedures to be performed by a licensed physician or hospital, when deemed immediately necessary to safeguard my/my child(ren)'s health. I relieve Releases of any and all responsibility for action(s) taken by the doctor(s), hospitals, or other medical care providers in the treatment and attendance of me or my child.

**I AGREE THAT THIS WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF THE RISK, AND CONSENT FOR EMERGENCY MEDICAL, SURGICAL AND HOSPITAL TREATMENT SHALL BE CONTINUING AND EFFECTIVE** for all swimming, snorkeling, physical activities and related operations conducted by or on behalf of the above named Releases for a period of time beginning with the execution of this document and terminating at 11:59 p.m., cst, on the later of: (a) December 31 of the calendar year in which this document was signed; or (b) the 365<sup>th</sup> day after the date on which this document was signed.

**If participant 18 or older, participant signs here:**

Participant's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**If Participant under 18 years, Parent or Guardian must read entire document and sign below:**

Additionally, as the parent/guardian of the above named participant, **I have read this document in its entirety** prior to affixing my signature hereto. I have represented to Releases that **I have authority to sign, and am in fact signing** this document on behalf of my minor child (the participant), myself and the other parent/guardian of said child. I agree, on behalf of myself, the other parent/guardian, and my minor child to be bound to all the terms and conditions of this Agreement. **I understand all terms of this document, understand that I have given up and will continue to give up substantial rights** by signing it, am aware of the document's legal consequences, and have signed this document freely, voluntarily, and without any inducement, assurance or guarantee being made to me. I intend my signature to be a **complete and unconditional release of all liability** on behalf of myself, the other parent, the participant, and the participant's minor siblings to the greatest extent allowed by law and further agree to **indemnify and hold harmless** the above named Releases from all from any and all liability and causes of action arising from the activities and actions described herein. **I understand the risks of injury** while swimming, scuba diving and/or snorkeling, and have had the opportunity to **personally witness and fully discuss** the activities or instructional program with a staff member **prior** to commencement of my minor child's swimming, scuba diving and/or snorkeling activities:

Parent's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

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# Auto-Enrollment Selection & Consent

Electronic Funds Transfer Enrollment Form – Please PRINT clearly.

## Customer Information

Paying Party's Name  
On account

Paying Party's Address  
On account

Paying Party's Phone

## Auto-Pay Information

New Auto-Pay

Update Auto-Pay

(Please check one.)

## Account Information

Date of 1<sup>st</sup> auto-enroll payment:

Credit Card

Credit Card

(Please check one.)

American Express

Visa

Discover

MasterCard

Credit Card Info

Credit Card Account #

Expiration Date:  
Credit cards ONLY

Confirmation Code:  
Credit cards ONLY

Students whose lessons are covered by this account.

By completing this information, I hereby authorize THE Swim School, Memphis to initiate financial transactions with the financial institution account listed, as requested by the individual named, for payment of goods and services received. This authorization is to remain in full effect until such time as THE Swim School, Memphis is notified in writing. This notification must be received by THE Swim School, Memphis at least 30 days prior to last day of class.

I certify that I am an authorized user of this account. The information presented is true and correct. I understand that by using THE Swim School, Memphis's Auto-Enrollment payment process, I will no longer receive remittance advices from THE Swim School, Memphis for transactions initiated. I am instead to contact my financial institution for remittance information and I am utilizing a financial institution which has the capability to receive such information. I am solely responsible for any fees assessed by my financial institution for their services.

I agree to notify THE Swim School, Memphis of changes to the bank and/or account information listed on the form immediately.

Named account holder's signature & date