

GENERAL REACH RULES & POLICIES

1. Parent and/or caregiver are required to stay in close proximity to classes (pool deck, outside art & sports classes) during the child's lesson. REACH staff is not responsible for escorting children to locker rooms and / or bathrooms
2. No child should be left unattended; all children are the responsibility of the parent or caregiver before the class has begun and immediately after their class is over.
3. For swim lessons: proper swim suits are required for both girls and boys
4. For swim lessons: all children under the age of 2, and any child who is not potty-trained, must wear a swim diaper (a regular diaper is not acceptable)
5. All students and families of students must comply with all facility & pool rules which include but are not limited to
 1. NO running in hallways or on pool deck
 2. NO eating in hallways or on pool deck
 3. NO disruptive use of cell phones on pool deck or hallways; please keep noise to a minimum
 4. Use of appropriate locker rooms before, during, and after lessons.

CLASS & REGISTRATION POLICIES

1. Full payment for all lessons is required upon booking class
2. In the event that the regular scheduled instructor is out, REACH will provide an equally adequate instructor for the class
3. REACH does NOT offer credits, refunds, or make-ups for any missed group lessons: **no exceptions**
4. If classes have to be cancelled due to a pool closures, facility closure, or inclement weather, you will be notified via text, phone, or email and a make up day for the missed lesson will be arranged. In the event of REACH not being able to make the class up, a credit will be issued to your account for the amount paid for the missed lesson
5. Lesson times can not be changed nor is switching days and times allowed once season has begun
6. **For private lessons**, Only one (1) missed lesson during the season will be made-up or credited provided that the cancellation is done 24 hours in advance. If we are unable to arrange a make-up for the 1 missed lessons, a credit in the amount paid for the lesson will be issued to the account of the student.
 1. No credit will be issued for missed lessons after the first credited missed lesson
 2. Cancellations may be done via email, text, or phone
 3. Private lessons cancelled the day of lessons will not be credited

REFUND POLICY

1. 60-90 days prior to lessons beginning: a full refund will be refunded within two weeks of cancellation request.
2. 30-59 days prior to lessons beginning: \$75 cancellation fee will be applied and the remaining balance will be refunded within two weeks of cancellation request.
3. 15 to 29 days prior to lessons beginning: \$100 cancellation fee will be applied and the remaining balance will be refunded within two weeks of cancellation request.
4. **NO refund** will be issued for classes cancelled day of first class-14 days before season begins
5. If a student has to suspend lessons due to a medical emergency, a credit will be issued to the student's account with proper doctors note and documentation.

I have read and agree to all polices (signature) _____

Please print your full name _____

Date _____

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in swim lessons (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge REACH swim LLC, located at 675 6th Avenue Suite A, Brooklyn, New York 11215, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless REACH swim LLC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If REACH swim LLC incurs any of these types of expenses, I agree to reimburse REACH swim LLC.

I acknowledge that REACH swim LLC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of REACH swim LLC.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge REACH swim LLC and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives,

predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against REACH swim LLC for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of REACH swim LLC, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

This agreement is governed by the laws of the state of New York without regard to its conflict of law principles.

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____