

SafeSplash Swim School Policies, Procedures, Release of Liability and Fee Agreement

It is critical that you understand the Policies, Procedures, Release of Liability and Fee Agreement of our school to ensure each student has a fun, rewarding and safe experience when learning to swim.

Class Times

Each group, semi-private or private lesson is 30 minutes in length, one day per week. A class is held at the same time and day of the week, each week. If a class includes two students or less, classes will be 25 minutes in length. Camps, Clinics and Wave class length may be different.

Tuition and Fees

Tuition is billed on a monthly basis, in advance. Tuition is billed for the upcoming month on the 25th of the current month. Once you are enrolled in classes, you will continue to be billed monthly until you notify us of your desire to withdraw from classes (see “withdrawing from lessons” below). Fees (e.g., registration fees or late withdrawal fees) and tuition for promotional bundles, camps or clinics will be billed immediately. Tuition for your first month will be prorated according to the number of classes left in the month and will be billed immediately.

Registration

There are no registration deadlines at SafeSplash Swim School. Students registering for classes can join us at any time subject to available capacity. A \$25 registration fee per child (not to exceed \$50 per family per year) will be charged when your student(s) are booked in classes. This fee will be charged annually for all students to cover the cost of managing the registration and booking process.

Withdrawing From Lessons

To withdraw from lessons, log in to your account via the customer portal on the SafeSplash Swim School website (www.safesplash.com) and complete the withdraw option for your student. Verbal or email withdrawal notifications are not valid. It is your responsibility to withdraw online. In order to avoid being charged for the next month of lessons, you must withdraw your student on or before the 15th of each month. Should you miss this deadline, but prefer to still withdraw from next month's lessons, you will be allowed to do so up until midnight of the 21st of the month. In this case, you will be charged a late withdrawal fee of \$30 per student. Withdrawals received after the 21st of the month will not be accepted for any reason.

Refunds

When you enroll your student in classes you are reserving a slot for your child that is in high demand. By reserving this spot you are agreeing to pay for your reserved spot independent of your child's attendance. It is your responsibility to make sure that your vacations, appointments and other activities do not interfere with the classes for which you have enrolled. SafeSplash Swim School will offer no tuition refunds for classes missed for any reason.

Credits

In the case that a facility is closed due to inclement weather or maintenance, your account will be credited for the classes cancelled due to the closure. This will be a credit, and not a refund. The credit will be applied to future tuition and cannot be converted to cash or transferred to any other party.

Methods of Payment

Electronic payments are the only payment methods accepted by SafeSplash Swim School. Electronic payments include credit cards and/or debit cards. Checks and cash are not accepted. You are responsible for making sure your form of payment remains current. Should your form of payment lapse for any reason, your student(s) may be withdrawn from classes at the sole discretion of SafeSplash Swim School. In some cases, third party payment arrangements will be accepted, but they will require a form of payment from the primary party to be on file and will require a third party payer agreement to be signed by the primary party.

Instructor and Class Changes

We do our best to accommodate specific instructor requests. However, specific requests for instructors are not guaranteed. Instructor substitutions, modifications and changes can occur at the sole discretion of SafeSplash Swim School. If classes are not booked full, we reserve the right to combine classes to fill the class. We reserve the right to cancel, change your lesson day, time, or level at any time at our sole discretion.

Make-up classes

SafeSplash Swim School does not offer make up classes for any reason.

Trial classes

In some cases, trial classes may be offered by a school. In order to book a trial class, a valid form of payment must be on file, and all policies, procedures, waivers and other standard terms and conditions must be agreed to by the participant or guardian of the participant.

Timeliness

Please be on time for class. Classes begin and end at very specific times. Please arrive early enough so that your child has time to stop by the bathroom, get changed and get their equipment ready before class begins. If you are more than 10 minutes late for the beginning of class, you will not be allowed to join class that day. Having a student jump in after class has begun requires us to back-up and review what we have already started for the day. This is not fair to the other students in the class.

Moving To The Next Class Level (Ribbons)

Every student will learn skills at different rates. You should never look at another student and wonder why your child isn't learning at the same pace. Swimming is a skill that takes time, patience and plenty of practice. Therefore, students will be tested for their ribbons that signify they have mastered the skills associated with a particular class level when their instructors believe they are ready.

Changing Areas, Restrooms and Locker Rooms

If a parent wants to accompany a child in a single sex changing room, restroom or locker room, mothers of boys older than four years old and fathers of daughters older than four years old are not allowed to do so. If the parent wants to accompany the child in this situation, they must use unisex changing rooms. Locks left on lockers overnight will be cut off and the locker's contents will be bagged and placed in the lost and found.

Swimsuits

All students must wear appropriate swimwear. While it is not required, we highly recommend that little girls wear one-piece swimsuits.

Swim Diapers

All students under the age of three or that are not potty-trained are required to wear a reusable (non-disposable) swim diaper. Disposable swim diapers (such as Lil' Swimmers) can and should be worn under the non-disposable swim diaper. Reusable diapers have a tighter fit, which helps to avoid accidents in our pools. A swimsuit or a pair of shorts should be worn over the diaper. Even a small accident in the pool can close the pool down for as long as 24 hours. If you attend a hosted location and your student is under the age of three or not potty-trained they will be required to wear one (1) disposable swim diaper and two (2) reusable diapers. If in doubt, PLEASE do not take the chance. Non-disposable swim diapers are available at the SafeSplash Swim Shop.

Swim caps

Any student that has hair long enough to get in their eyes, face or mouth is required to wear a swim cap. This enhances the comfort of our swimmers. Swim caps are available at the SafeSplash Swim Shop.

Fins

These will be available at the pool. You do not need your own. Please have your child grab a pair of fins upon entering the pool area. But DO NOT put them on prior to sitting down on the side of the pool. They are a little cumbersome and can easily cause a child to trip.

Towels

You must bring your own towel. Towels are not provided.

Goggles

Unless otherwise directed by their instructor, all students should have a pair of goggles at every class. We DO NOT offer loaner goggles. Goggles are available for purchase at the SafeSplash Swim Shop. Please put your child's name on the strap. A permanent marker is available at the SafeSplash desk.

Watching Lessons in Dedicated Facilities

Spectators may watch from the defined viewing area during their child's class. Spectators are not allowed in the pool area during classes except when requested by the instructor or during the designated time for Show 'N' Tell. A parent/guardian must remain at the facility during lessons. If you have questions or requests for your instructor, you may ask during the designated time at Show 'N' Tell week or leave a note at the front desk for them.

Watching Lessons in Hosted Facilities

A parent/guardian must remain on the pool deck during their child's lesson at hosted facilities. There will be no unaccompanied children. Our goal is to give your child the best learning experience possible so we ask you to refrain from interrupting your child's class. If you have questions or requests for your instructor, you may ask during the designated time at Show 'N' Tell week or leave a note at the SafeSplash desk for them.

Food and Snacks

GLASS IS NEVER ALLOWED ON THE POOL DECK. To keep the pool area clean, food and drink are not allowed in the pool area at any time. The only exception to this is bottled water. PLEASE try not to feed your child for two hours prior to their lesson, especially milk products. Even during the easiest day in the pool a child will swallow air & water during their lesson. If this does (and it often will) cause them to spit up in the pool, we will quickly clean up what we can and let the pool filtration system will take care of the rest. If or when they spit up, please stay back and let us take care of it. If you stay calm, chances

are your child will stay calm. You are strongly encouraged to give your child a snack after they leave the pool. Rules on bringing food into pool area may vary at by location.

Crying Children

An upset child will calm much quicker when they realize they must focus on the instructor and Mom or Dad will return when they stop crying. Unless requested by the instructor, please remain in the lobby (Dedicated Facilities) or at a distance on the deck (Hosted Facilities).

PLEASE KEEP YOUR EYES ON THE POOL

Although we have small classes and attentive instructors it only takes an instant for a child to slip underwater. If this occurs, please alert us in any way possible. And if this occurs (and it does) the impact of the event will depend on the reaction of the parent. If you can keep your momentary concern concealed behind a smiling, encouraging face there is a very good chance that your child will recover very quickly from the incident. We want to keep our students safe at all times and nothing works better than the helpful eyes of their parents on their activities.

WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE ACCEPTING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

I am the parent/guardian of the participant(s) or I am the participant that will be enrolled in swimming lessons with SafeSplash Swim School. I understand that swimming is a hazardous activity. I recognize that there are risks inherent in the sport of swimming, including but not limited to paralyzing injuries and death. The participant agrees to participate in swimming activities at SafeSplash Swim School and hereby agrees to indemnify and hold harmless SafeSplash Swim School, its management, directors and agents, franchisees, members, associates, employees and owner/operators against any liability resulting from any injury that may occur to the participant while participating, independent of the cause of the injury. The participant also agrees to indemnify the SafeSplash Swim School, its management, directors and agents, franchisees, members, associates, employees and owner/operators against any damages arising from any claims, demand, action or cause of action by the participant, independent of the cause of the damages.

The parent/guardian of the participant or the participant authorizes any representative of the SafeSplash Swim School, franchisees or owner/operators to have the participant treated in any medical emergency during their participation. Further, the participant and/or parent/guardian agrees to pay all costs associated with any medical care and transportation for the participant.

CONSENT FOR EMERGENCY MEDICAL TREATMENT

In the event of a medical emergency, the undersigned Parent/Guardian of the participants listed below, hereby grants authorization to the SafeSplash Swim School, its management, directors and agents, franchisees, its members, associates and employees and owner/operators, to employ any legally licensed physician or health care facility on behalf of the participant, and to direct and/or order emergency medical treatment for the participants. Each of the undersigned also agrees that neither the SafeSplash Swim School, franchisees, owner/operators nor any of their respective representatives, shall be liable under any circumstances to anyone for exercising the foregoing authority in the event of an emergency.

PROMOTIONAL MATERIAL

I understand that photos and video are occasionally taken at the SafeSplash Swim School for promotional and marketing purposes. I agree that my likeness or comments, my student's likeness or

comments or the likeness or comments of any member of my family may be used by SafeSplash Swim School in SafeSplash Swim School's promotional and marketing materials in any form.

I HAVE CAREFULLY READ ALL OF THE ABOVE INFORMATION, ACCEPT AND ACKNOWLEDGE IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND SIGNIFICANCE. BY CLICKING ACCEPT HERE, I UNDERSTAND THAT THE INFORMATION PRESENTED WILL GOVERN MY RELATIONSHIP AND MY PARTICIPANT(S) RELATIONSHIP WITH SAFESPLASH SWIM SCHOOL. MY ACCEPTANCE HERE SUPERSCEDES ANY OTHER AGREEMENT, WRITTEN OR ORAL, THAT MAY HAVE BEEN PRESENTED TO ME WITH RESPECT TO MY RELATIONSHIP WITH SAFESPLASH SWIM SCHOOL.

Copyright 2016 SafeSplash Swim Schools. SafeSplash Swim School Franchises are available. Visit www.safesplash.com for more information. This information is not intended as an offer to sell a franchise. It is for informational purposes only. Certain states regulate the offer and sale of franchises. If you are a resident of one of those states, we will not offer you a franchise unless and until we have complied with applicable pre-sale registration and disclosure requirements. This agreement includes, but is not limited to the following SafeSplash Swim School entities: AASI, Inc., Colorado Swimmer, LLC, DFW Swim I.M. LLC, MJZ Swim, LLC, Newman Badger, Inc., Tad Pole Swim Schools, LLC, Berkstresser Investment, LLC, Swim Corporation, Stotan, LLC, Greater Houston Swim Schools, LLC, SwimRay Inc, LLC, SafeSplash Brands, LLC, SafeSplash Holdings, LLC, SafeSplash Swim Schools.