



# Swimming School Policies for Summer Camps

## Enrollment and Fees

Students are only enrolled into the sessions they are registered for and are not automatically re-enrolled into subsequent camp sessions. The student's spot in the desired class is reserved once the availability is confirmed and tuition payment and necessary fees are received. **The \$40 registry fee is non-refundable.**

Signature: \_\_\_\_\_

## Withdrawals / Cancellations

Written requests must be completed at the swimming facility. Please make sure to keep a copy of the cancellation request for your records. **There will be a fee for all cancellation requests - \$50 cancellation fee per session, cancellation request must be made at least ONE WEEK before starting date. If the cancellation request is received after your session's starting date, NO refunds will be given.**

Signature: \_\_\_\_\_

If you have a **regular year-round class**, be sure to submit the **Cancellation Form before 25<sup>th</sup> day of the current month** or you will be billed for Regular Class tuition monthly on top of the Summer Camp Program.

Signature: \_\_\_\_\_

## Missed Classes Policy

For **Group/Private/Semi-Private lessons**, there will be Free Swim Coupons (non-instructed) offered for missed classes. You will be issued a Free Swim Coupon for the missed class. Swimmers under the age of ten or below Stingray must have an adult accompanying the student for their free swim practice. **This Free Swim Coupon is valid for 3-months from the date of missed class.**

Signature: \_\_\_\_\_

## Minimum Booking and Proration

Students that enroll into any camp sessions already in progress must sign up for all classes remaining in that session. Fees for the session in progress will be prorated by the number of classes remaining for the session. **The registration fee is not pro-rated.**

## Scheduling

Milpitas Star Aquatics will make every effort to schedule swimmers for preferred times. Swimmers might be enrolled in inappropriate levels or promoted from one level to the next. Milpitas Star Aquatics will make all efforts to reschedule swimmers for appropriate levels for the same times but does not guarantee it.

## Change Classes

If you would like to change the time of your class, Milpitas Star Aquatics will make all efforts to reschedule swimmers for preferred times based on the availability of the classes but does not guarantee it.

**By checking this box, you confirm that you have read, understood, and agreed to the policies set forth above by Milpitas Star Aquatics.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Front Desk: \_\_\_\_\_

# Milpitas Star Aquatics & Fitness Waiver & Release of Liability Form

**PLEASE READ THIS WAIVER AND RELEASE OF LIABILITY (“RELEASE”) CAREFULLY BEFORE YOU SIGN IT. BY SIGNING THIS RELEASE YOU WILL BE WAIVING LEGAL RIGHTS.**

1. DEFINITIONS.

- a. “MSTA” shall mean Milpitas Star Aquatics Group, a California corporation, and doing business as Milpitas Star Aquatics & Fitness.
- b. “Facilities” shall mean the swimming facilities located at 1818 Clear Lake Ave, Milpitas, CA 95035 which are operated by MSTA.
- c. “Services” shall mean all the services offered by MSTA at the Facilities, including, but not limited to, public use of the Facilities, swim lessons at the Facilities, and any other related activities at Facilities.

2. ACKNOWLEDGEMENT OF RISK: I, ON MY BEHALF, AND/OR ON BEHALF OF THE MINOR CHILDREN IDENTIFIED IN THIS APPLICATION (THE “MINOR(S)”), ACKNOWLEDGE THAT I AM AWARE OF THE INHERENT RISKS IN USING THE FACILITIES AND IN PARTICIPATING IN THE SERVICES OFFERED BY MSTA. I UNDERSTAND THAT IN ADDITION TO THE INHERENT RISKS, THERE ARE UNPREDICTABLE DANGERS IN THE USE OF THE FACILITIES OR WITH PARTICIPATING IN THE SERVICES. I, AND/OR THE MINORS, ARE VOLUNTARILY USING THE FACILITIES PARTICIPATING IN THE SERVICES WITH KNOWLEDGE OF THE POSSIBLE DANGERS INVOLVED AND I HEREBY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY TO ME AND/OR THE MINOR(S) AND RISKS OF PROPERTY DAMAGE AND I AGREE TO ASSUME MY OWN AND/OR MY MINOR(S)’ MEDICAL EXPENSES OF EVERY KIND IN THE EVENT OF INJURY TO THE MAXIMUM EXTENT PERMITTED BY LAW IN ANY APPLICABLE JURISDICTION. I CERTIFY THAT THE MINOR(S) HAVE MY PERMISSION TO USE THE FACILITIES AND PARTICIPATE IN THE SERVICES, IS/ARE IN GOOD PHYSICAL CONDITION AND THAT THE MSTA OFFICIALS HAVE MY PERMISSION TO AUTHORIZE EMERGENCY TREATMENT IF NECESSARY.

3. WAIVER AND RELEASE. As consideration for being permitted by MSTA to use the Facilities and Participate in the Services, I hereby agree that neither I nor the Minor(s) or any of our respective assignees, heirs, distributees, guardians, or legal representatives will make a claim against, sue, or attach the property of MSTA or any of its partners, members, affiliates, directors, officers, representatives, employees, contractors or agents (collectively, the “Releases”) for any liability, injury, loss or damage connected in any way with the use of the Facilities or participation in Services. I hereby release and hold harmless each of the Releases from all actions, claims, or demands that I or the Minor(s) or any of our respective assignees, heirs, distributees, guardians, or legal representatives now have or may hereafter have for any liability, injury, loss or damage resulting from use of the Facilities or participation in Services.

4. INDEMNIFICATION. I agree to indemnify the Releases, and each of them, from any and all losses, liabilities, claims, demands, damages or judgments resulting from my and the Minor(s)’ use of the Facilities or participation in Services.

5. PUBLICITY. I authorize MSTA to photograph, video tape or use any other mechanical means of recording or reproducing images and to use my likeness and, if applicable, the likeness of the Minor(s). I also acknowledge and hereby grant to MSTA the worldwide and perpetual right and authority to use, reproduce, distribute, broadcast or otherwise transmit, publish and display in whole or in part, my name, photograph, or any other likeness and/or biographical information I may provide and, if applicable, the Minor(s) name, photograph or other likeness or other biographical information provided, and any statement I have made or may make concerning MSTA, the Facilities and/or Services in any and all media now known or hereafter invented, in perpetuity, for the purpose of trade, promotion and/or otherwise without notification, compensation or additional consideration, except where prohibited by law. I acknowledge and agree that this authorization is intended to satisfy any and all of the consent requirements of California Civil Code sections 3344 and 3344.1, and I hereby waive and release any and all claims that I may have or hereafter have against the Releases under those statutes or any other statutes or common law principles of similar effect.

6. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

BEING AWARE OF SAID CODE SECTION, I HEREBY EXPRESSLY WAIVE ANY RIGHTS I MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT

7. APPLICABLE LAW; CONSENT TO JURISDICTION. I agree that exclusive jurisdiction for any dispute with the Releases resides in the courts of the State of California and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving the Releases.

8. SEVERABILITY. I further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any provision of this Agreement shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

9. ATTORNEY’S FEES. I agree that if I commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the claims released hereunder, or in any way assert against the Releases any of the claims released hereunder, then I will pay to the Releases, in addition to any other damages caused to the Releases thereby, all attorneys’ fees incurred by the Releases in defending or otherwise responding to said action, proceeding, and/or claims.

10. INTEGRATION. This Release represents the entire agreement between the parties, and supersedes and replaces all prior oral or written understandings with regard to the subject matter of this Release. No provision of this Release may be waived or amended except by a written instrument executed by the party to be charged. All terms used in this Release and not defined are used in accordance with their normal meanings.

**I UNDERSTAND THAT BY SIGNING THIS RELEASE, I AM GIVING UP MY LEGAL RIGHT TO SUE THE RELEASEES AND/OR TO SEEK COMPENSATION FROM THE RELEASEES FOR ANY INJURIES AND/OR DAMAGES THAT I MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES WITH REGARD TO MY USE OF THE FACILITIES, PARTICIPATION IN THE SERVICES, AND/OR ANY RISKS ASSUMED BY ME HEREUNDER.**

*Adult Name	*Adult Signature	*Date
*Adult Name	*Adult Signature	*Date