

# WAIVER/RELEASE FORM



RP # \_\_\_\_\_

## TELL US ABOUT YOURSELF

Participant's Name:		Date of birth:		
Parent's Name:		Email: (For progress updates, e-newsletters & school news)		
Street Address:				
City	State	Zip Code	Home Telephone:	Cell Phone:
Emergency Contact: (in case parent can't be reached)		Home Telephone:		Cell Phone:

### Medical History:

Is there any medical history or learning disability that we should be aware of that would help us in teaching your child?

YES  NO If yes, please explain. You may also request a Special Abilities form from the sales staff.

### Consent for Emergency Medical Treatment

In the event of a medical emergency, I, the undersigned Parent/Guardian of the above named participant, authorize Sweet Peas and its representatives to direct and/or order emergency medical treatment, and to employ any legally licensed physician or health care facility for the above named participant. I also agree that neither Sweet Peas, nor its representatives, is liable under any circumstances to anyone for exercising the foregoing authority in the event of an emergency.

### Photos

I also understand that photos are occasionally taken at Sweet Peas and that any photo taken of my child may be used for Sweet Peas purposes, including, but not limited to social media, website, print brochures or newspaper advertising for Sweet Peas.

### Solicitation of Outside Employment

Sweet Peas does not endorse, recommend or facilitate any type of outside work between our families and our staff. Outside work includes, but is not limited to, babysitting, house sitting, pet sitting and lifeguarding private parties. We are confident that our staff is hired, trained and supervised to safely provide excellent services at Sweet Peas. We have no control over what happens outside our facility. Any outside work is at the staff member and family's own discretion and risk, and may not be discussed or arranged during the staff member's work time at Sweet Peas.

### Release of Liability

In consideration of participating in the Sweet Peas Davis I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue Sweet Peas Davis/SwimAmerica - Davis, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

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**PARENTAL CONSENT (continued)**

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Printed name of Parent/or Legal Guardian**

\_\_\_\_\_  
**Signature of Parent/or Legal Guardian**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Printed name of Parent or Legal Guardian Participant**

\_\_\_\_\_  
**Signature of Parent or Legal Guardian Participant**

**PAYMENT OPTION FORM**

You must return a signed Payment Option Form before your first lesson.



RP# \_\_\_\_\_

www.swimamericadavis.com  
2121 Second Street  
(530) 759-1214

All debits/credits listed as SwimAmerica on financial documents

**TELL US ABOUT YOUR FAMILY**

Swimmer(s) Name(s):	
Person financially responsible:	Telephone:

**SELECT TYPE OF PAYMENT**

Automatic Debit from CREDIT/DEBIT CARD  
 I authorize SwimAmerica to debit my  Visa  MasterCard  Discover (last four digits on card \_\_\_\_\_) that expires \_\_\_\_\_ for any and all fees that we owe on a monthly basis for Sweet Peas.

Automatic Debit from BANK ACCOUNT  
 I authorize SwimAmerica to debit my  Checking: (last four digits) \_\_\_\_\_  Savings account: (last four digits) \_\_\_\_\_ for any and all fees that we owe on a monthly basis for swimming lessons.

**THE FINE PRINT (PLEASE INITIAL)**

<p><input type="checkbox"/> To withdraw from your lessons (and cancel automatic debits) a written notice is required and must be received no later than the 23<sup>rd</sup> of the month. Cancellation Forms are available at the front desk or at www.swimamericadavis.com.</p> <p><input type="checkbox"/> All automatic debits will be charged on the last business day of each month for the following month. Rates are prorated to reflect the total number of classes in the month. Your actual charges may be slightly higher or lower depending on the number of weeks in the month.</p> <p><input type="checkbox"/> Fees for the first full month and any prorated partial month are due before the first lesson. Sweet Peas participants may not start lessons until initial fees are paid.</p>	<p><input type="checkbox"/> We reserve the right to cancel or consolidate classes.</p> <p><input type="checkbox"/> Coach changes may occur due to extraneous circumstances. Coach changes occur every 10 weeks due to academic calendar.</p> <p><input type="checkbox"/> You will be assessed a \$10.00 handling charge on a declined Automatic Debit transaction. You must pay these fees in full with cash, cashier's check, or money order before your next lesson.</p> <p><input type="checkbox"/> If transactions are returned three (3) times, your auto debit privileges will be canceled. The returned check fee is \$30.00.</p> <p><input type="checkbox"/> Makeups/Drop-in Practices: 1 per month, maximum 12 per year; absences must be reported to be eligible. Must be currently enrolled to use accumulated makeups/DIPs. DIP fees are \$5. No refunds or credits.</p>
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**AUTHORIZATION**

I have read and accept the general and financial policies as stated here. This authorization will remain effective until I submit a Cancellation Form, and Sweet Peas has had a reasonable period of time to act on that notice. I also authorize SwimAmerica to initiate deposits to correct any debit errors that may have been made. I authorize my financial institution to process these debits from and credits to my account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. My revocation of SwimAmerica's authority to initiate debits to my account will not affect SwimAmerica's right to initiate credits to my account to correct or adjust a debit processed before my Withdrawal request has become effective. SwimAmerica Davis/Sweet Peas agrees to notify families 30-days in advance of any rate change.

Only my signature is required to make this agreement effective.  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Everyone whose signature is required to make this agreement effective has signed.  
 Other Required Signer (if necessary) \_\_\_\_\_ Date \_\_\_\_\_

**Official Use Only:**

Date:	Card or Bank Account on file matches DD Form
Date:	Waiver Completed
Date:	Scanned to General Manager
Employee Signature:	