



## Dynamo Swim School – Policies & Release

Effective June 1, 2020

### Please read and sign the following.

- Enrollment in Dynamo Swim School is perpetual. Students remain enrolled in class month to month until a Withdrawal Request is submitted by e-mail as outlined in the policies below.
- Swim School tuition fees are recurring, monthly fees. Payments for group lessons must be by credit card on file and will be billed on a monthly basis. We accept money order, check, or credit card for private lessons.
- NO REFUNDS. We hire instructors based upon registration numbers.
- We do not offer make up classes for any reason.
- If you withdraw from a class, you will not receive a refund. You will receive a Dynamo Swim School credit less a \$25 cancellation fee.
- Schedule changes are subject to class/session availability. Each schedule change is subject to a \$25 schedule change fee.
- If your child is absent from class due to illness, a credit will not be issued.
- Credits are issued only for non-Inclement Weather pool closures. Credits are not issued for conflicts with other activities or vacations.
- All Dynamo Swim School lessons are held at indoor facilities. Therefore, cancellations due to weather are infrequent. It is our policy that if all schools are closed in the county for inclement weather, then Dynamo Swim School is closed but we will not issue a credit.
- To withdraw a student from the Dynamo Swim School program, families must send an e-mail to [dsswithdraw.dynamo@gmail.com](mailto:dsswithdraw.dynamo@gmail.com) by the 15th of the month to be withdrawn at the end of that month. Withdrawal notices received after the 15th of the month will take effect at the end of the next month. Withdrawal notices should have the student name, class day and time, class location, and the reason for program withdrawal.
- Dynamo Swim School credits may be applied toward future group swim lessons. They may also be used toward other non-competitive programs (i.e. recreational swim, aerobics) at a Dynamo Swim Club facility. Dynamo Swim School credits may not be applied towards Dynamo Juniors or swim team dues. Credit slips must be presented in order to be redeemed. Credits will not be replaced if lost or stolen. Credits are not redeemable for cash.
- A minimum number of students is required in order for Dynamo Swim School to hold a class. Class minimums are as follows: DynaBabies / Adults - 3; Preschool/ Gradeschool - 2. In the event that Dynamo Swim School cancels a class due to low registration, the staff will work to find an alternative class in the current or upcoming session. If no appropriate alternative is available, Dynamo Swim School will issue a credit for the entire registration amount.
- All students under the age of four (4) years are required to wear a reusable swim diaper with tight fitting elastic waist and legs. Disposable swim diapers are not allowed. No exceptions. Students under the age of 4 without a swim diaper will not be allowed to participate in class.
- Dynamo closes its pools for the following reasons: (1) When a child vomits or has a bowel movement in the pool; (2) If mechanical issues or function of the pool make it unsafe for students to be in the pool. When the pool is closed for either of the above reasons, a credit will be issued.
- If your child vomits or has a bowel movement in the pool thereby causing the pool to be closed, you will be assessed a \$300 fee. Your child may not participate until this fee is paid.
- Parents and siblings of swim lessons students may not sit or stand around the teaching pool. Please ask the facility Site Director for direction to the appropriate seating area for each facility. The last five minutes of class and the last class of the session you may sit and watch the progress of your child.

## HOLD HARMLESS AND WAIVER AGREEMENT

WHEREAS, the undersigned is utilizing swimming facilities owned and/or operated by Dynamo Parents Club, Inc and/or Dynamo Pool Management, Inc., ("Dynamo") or allowing the participation of his or her minor child or other person for whom the undersigned is guardian in activities at a Dynamo pool (hereafter collectively referred to as "Participant"); and

WHEREAS, such use requires the undersigned Participant to be in and around the premises and business operations of Dynamo; and

NOW, THEREFORE, in consideration of being permitted on and around the premises and business operations of Dynamo and to use the facilities owned or operated by Dynamo, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, on behalf of Participant, hereby agrees to release, protect, and hold harmless Dynamo, its subsidiaries or affiliated companies, directors, officers, employees, agents and assigns, against and from any and all liability of any and every kind, nature or description for injury to or death of any person or persons whomsoever and for loss or damage to any property whatsoever, together with all costs and expenses incident thereto arising in any manner, directly or indirectly, out of or in connection with the use of Dynamo facilities, provided such indemnification shall not extend to injury, death, loss or damage caused by the gross negligence or willful misconduct of Dynamo or its employees.

It is further expressly understood and agreed that swimming and related water sports and activities are inherently dangerous activities, and that certain risks accompany participation in said activities, including, but limited to, the risk of physical injuries from falling, being struck by fellow participants, drowning, and exposure to communicable diseases. **BY PARTICIPATING IN SWIMMING AND RELATED WATER SPORTS AND ACTIVITIES AT DYNAMO, YOU AGREE AND UNDERSTAND THAT YOU ARE ASSUMING THE RISKS ASSOCIATED WITH SAID ACTIVITIES. SAID RISKS ARE PRESENT AND INHERENT IN SAID ACTIVITIES IRRESPECTIVE OF THE ACTIONS OR INACTIONS OF DYNAMO IN MAINTAINING, MONITORING, OR SUPERVISING THE PREMISIS OR ACTIVITIES.**

It is further expressly understood and agreed that the Participant will observe and abide by all warnings, instructions, and precautions issued or made by employees or agents of Dynamo with respect to the use of the premises and participation in the swimming and related waters ports and activities, regardless of whether such warnings, instructions, and precautions are written, spoken, or otherwise. It is the duty of Participant to familiarize himself/herself with said warnings, instructions, and precautions prior to his/her use of the Dynamo facility.

It is further understood and agreed by the Participant that Dynamo's facilities are open to the general public and that Dynamo is unable to prevent individuals who are infected with a communicable disease from visiting Dynamo's facilities. Dynamo will at all times follow the guidance of the Centers for Disease Control and Prevention and local governmental health officials, but such compliance is no guarantee that visitors to the Dynamo facilities will not otherwise be exposed to a communicable disease. Accordingly, by signing below, Participant acknowledges the risk of contracting a communicable disease exists whether or not Participant visits Dynamo's facilities and waives any claim against Dynamo related to Participant's contraction of a communicable disease after visiting a Dynamo facility.

**By signing below I agree that I have read, understand and will abide by the above Swim School polices.**

IN WITNESS WHEREOF, the undersigned (Participant and/or Parent or Guardian of said Participant) has hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Parent or Legal Guardian