



ACTIVITIES WAIVER AND RELEASE OF LIABILITY FOR SWIM LESSONS

Parent's Name: _____ Address: _____
City: _____ Zip: _____ Parent's
DOB: _____
Primary Phone: _____ Email: _____

Make-up Policy: GROUP LESSONS: Should the client miss a day without a doctors note or phone call regarding a family emergency, and the client wishes to have a makeup lesson, one will be arranged for a **Rescheduling FEE of \$10.00**. However, in the event of an instructor emergency or pool closure, Delta Valley Health Club will authorize a make-up for the missed lesson at no extra charge.

Make-up Policy: PRIVATE LESSONS: May be rescheduled upon request with at least 24 hour notice. If failure to give proper notice lesson will be charged.

*Parent/Participant Initial: _____

PAYMENT IS DUE AT THE TIME OF REGISTRATION. NO EXCEPTIONS.

*Caps and Goggles are Recommended but not Required for all participants

*All children not potty trained under the age of 3 must wear a swim diaper. In the event your child has an accident and is not wearing a swim diaper, you will be charged a \$50.00 cleaning fee.

*No lessons will take place on Delta Valley Health Club holidays.

I understand the above policies: X _____ (parent signature)

Student Name: _____ Sex: M / F Date of Birth: _____

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Please list any special needs our instructors should be aware of, letting us know even minor details helps us provide the best learning environment for your child. _____

Waiver of Liability and Assumption of Risk

I understand the Delta Valley Athletic Club (DVAC) activities can lead to serious physical injuries. I acknowledge and agree that I am solely responsible for my child's safe and responsible use of DVAC facilities, whether supervised by a DVAC representative or not. I hereby assume the risk that I/my child may suffer injury as a result of use of DVAC facilities or equipment or by participation in DVAC activities. I agree for myself/my child and on behalf of my/my child's heirs, representatives, successors and assigns ("user's parties") that DVAC, including its owners, partners, members, directors, officers, employees and agents (DVAC Parties) will not be liable for any damages or injuries user parties may suffer in or around DVAC or while participating in DVAC sponsored activities unless caused by gross negligence of DVAC. I agree on my/my child's behalf that neither I nor my child will make a claim against, sue or attach the proper of a DVAC party or affiliate thereof. I agree that DVAC will not be liable for any loss, theft or damage to my/my child's property in or about DVAC facilities.

Parent/Participant Signature: _____

Section 1. Arbitration

I agree to resolve any and all claims, disputes or controversies arising out of or relation to usage of DVAC exclusively by final and binding arbitration using the American Arbitration Association's (AAA) Commercial Arbitration Rules. This includes but is not limited to, claims related to fee disputes, personal injury and any other claim, which may be asserted under the laws of contract and/or law of tort and/or asserting a public policy or Constitutional claim. The laws of the state of California shall govern the dispute, and arbitration shall be conducted in San Francisco, CA.

Section 2. Indemnification

I shall indemnify and hold harmless the DVAC, and each of their agents, officer, director, attorneys, and employees from any claim, action or proceeding (collectively referred to as "proceeding") brought in any jurisdictions against any if the foregoing persons resulting from any action whether by my/my child's negligence or otherwise, or user parties at DVAC facilities or while participating in DVAC sponsored activities. This indemnification shall include, but not limited to, any damages fees, and any other costs, liabilities and expense incurred in connection with such proceeding whether incurred by me/my child DVAC and/or any other person defending such proceeding. I shall further indemnify DVAC and their parties for all costs, fees and damages which DVAC and their parties may incur in enforcing this indemnification provision. Modification or additions to the pre-printed terms of this agreement other than the completion of existing blanks are authorization and will not be honored by DVAC. I acknowledge that I have carefully read this Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between me/my child an DVAC and it's affiliated organizations and sign it at my own free will.

Parent/Participant Signature: _____

Emergency Contact Information

Child/Participant Name _____

Emergency Contact _____ Relationship _____ Phone # _____

Current Allergies _____

Current Medications _____

OFFICE USE ONLY

2017 Swim Lesson Information

LEVEL: _____ DAY: _____ TIME: _____ INSTRUCTOR: _____
PROCESSED BY: _____ TUITION AMOUNT (1ST PAYMENT): _____ FORM OF PAYMENT: _____
CREDIT APPLIED: \$ _____ CLASS VERIFIED: _____ PAYMENT VERIFIED: _____
MEMBER Y / N SWIM EFT: Y / N SWIM TEAM CLINIC: Y / N PRIVATE: Y / N PIF: Y / N
SUMMER ACCELERATED: Y / N TODAYS DATE: _____

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SUMMER ACCELERATED: Y / N TODAYS DATE: _____

STATUS CHANGE: Please check the following

NEW: DAY _____ TIME _____ LEVEL _____ CANCELLATION _____ FREEZE _____ REINSTATEMENT _____

Fill in the new status:

LEVEL: _____ DAY: _____ TIME: _____ INSTRUCTOR: _____ PROCESSED BY: _____
TUITION AMOUNT (1ST PAYMENT): _____ FORM OF PAYMENT: _____ CREDIT APPLIED: \$ _____
CLASS VERIFIED: _____ PAYMENT VERIFIED: _____ MEMBER Y / N SWIM EFT: Y / N
SWIM TEAM CLINIC: Y / N PRIVATE: Y / N PIF: Y / N SUMMER ACCELERATED: Y / N TODAYS DATE: _____

Fill in below if it applies to the status change:

Cancellation Effective: _____ Freeze Effective: _____ Reinstatement Effective: _____

STATUS CHANGE: Please check the following

NEW: DAY _____ TIME _____ LEVEL _____ CANCELLATION _____ FREEZE _____ REINSTATEMENT _____

Fill in the new status:

LEVEL: _____ DAY: _____ TIME: _____ INSTRUCTOR: _____ PROCESSED BY: _____
TUITION AMOUNT (1ST PAYMENT): _____ FORM OF PAYMENT: _____ CREDIT APPLIED: \$ _____
CLASS VERIFIED: _____ PAYMENT VERIFIED: _____ MEMBER: Y / N SWIM EFT: Y / N
SWIM TEAM CLINIC: Y / N PRIVATE: Y / N PIF: Y / N SUMMER ACCELERATED: Y / N TODAY'S DATE: _____

Fill in below if it applies to the status change:

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