

## Participation Agreement

Participant Name:	Participate Age:
Legal Guardian Name:	

In consideration of being permitted to participate in water instruction and activities the Legal Guardian and/or Participant (identified above) releases and discharges for themselves, their spouse, legal representatives, heirs and assigns (Releasors), Whatley Swim its officers and members, hosts, sponsors, promoters, supporters, owners of any premises used by Whatley Swim and each of their officers and employees (Releasees), from all liability by the Legal Guardian and/or Participant, their spouse, legal representatives, heirs and assigns, for any and all loss or damage, and any claim or damages resulting from this activity, on account of injury to Legal Guardian and/or Participant's person or property, even injury resulting in death of the Legal Guardian and/or Participant, whether caused by the negligence of Releasees or otherwise while the Releasor and/or Participant is water instruction and activities. Legal Guardian and/or Participant assume the costs of any and all medical insurance, medical care related to any engagement with Whatley Swim and that, in all cases, Whatley Swim will only provide basic first aid care.

**Legal Guardian and/or Participant understand that:**

- **Water Activities Are Inherently Dangerous;**
- **Water-Based Instruction Require Participants to be Physically Touched by Representatives of Whatley Swim;**
- **All participants Must Be in Good Physical Shape**

**Legal Guardian and/or Participant agree to engage in water instruction and activities despite these risks.**

Releasor agrees to indemnify the Releasees from any loss, liability, damage or cost they may incur due to the presence of Legal Guardian and/or Participant in or near activities involving Whatley Swim in any manner whether caused by the negligence of the Releasees or otherwise. Releasor assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise in or near activities involving Whatley Swim in any manner. Releasor expressly agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This waiver of liability incorporates the attached Policy document and all other forms, announcements, and communications construed as inclusively as possible and as may be amended.

\_\_\_\_\_  
**Printed Name of Self or  
Legal Guardian Authorized to Act on Behalf of the Participant Named Above**

\_\_\_\_\_  
**Signature of Self or  
Legal Guardian Authorized to Act on Behalf of the Participant Named Above**

\_\_\_\_\_  
**Date**

## Whatley Swim Policies

Whatley Swim trains and coaches its instructors to deliver professional, positive, and fun lessons, all tailored to the individual needs of you, our client. We will do everything we can to ensure that you finish your lessons safely and satisfied enough to recommend us to your friends! With that being said, we know that life doesn't always go as planned, which is why we have the following policies and procedures:

**Location Approval:** The client holds all responsibility to comply with the rules and regulations for their club, neighborhood authority, or HOA. The client is responsible to provide any necessary documentation. Whatley Swim is happy to offer any certifications, licensure, etc. to your venue. All such requests should be directed to [info@whatleyswim.com](mailto:info@whatleyswim.com). In the event that the client is expelled from the facility used for lessons or facility privileges are revoked, NO refund will be issued. If the client is able to provide an alternative facility, Whatley Swim will honor remaining lessons, as the schedule allows.

**Scheduling Policy:** After registration, you have 7 calendar days to look at our calendar and schedule your lessons. If there is insufficient availability in your area, we will happily issue you a full refund. If you or your child are taking duo or trio lessons, only one participant should schedule the classes. Once all duo or trio participants have purchased packages, please email [info@whatleyswim.com](mailto:info@whatleyswim.com) with their names, and we will manually add them to the classes. All participants in duo and trio lessons must register and pay before their first lesson.

**Rescheduling (Private, 3-in-a-Row, and 2-in-a-Row Lessons):** If you need to reschedule more than 24 hours before your scheduled lesson time, you can do it yourself through our scheduling software. If you need to reschedule less than 24 hours in advance, please email [info@whatleyswim.com](mailto:info@whatleyswim.com) to reschedule. For all lessons canceled within 24 hours that the client wishes to reschedule, a \$20 rescheduling fee per student will apply.

**Waivers:** The client is responsible for signing all liability waivers and policy acknowledgement forms before their first lesson.

**Client Lateness:** Due to the nature of our business, our instructors need time to travel between locations. It is the client's responsibility to be on time for lessons. Lost minutes due to lateness will not be made up.

**Client No-Show:** For client no-shows, the normal rescheduling policy applies.

**Inclement Weather:** In case of inclement weather, instructors and clients decide together 60 minutes before class if they will proceed with the lesson. In the event that the client chooses to cancel more than 60 minutes in advance, the normal rescheduling policy would apply. In case of thunder and/or lightning, we exit the pool for 30 minutes, which could cause a reschedule. Extra Minutes from the first inclement weather cancellation will be added onto the end or beginning of subsequent lessons. Any cancellations after that will be rescheduled as separate lessons. There are no cancellations related to the temperature of water or weather.

**Refunds:** We only issue refunds with a doctor's note.

**Communication:** Our instructors are not trained to address questions regarding payment and/or scheduling. Please email [info@whatleyswim.com](mailto:info@whatleyswim.com) for payment and/or scheduling questions. Whatley Swim values its team members. We do not tolerate humiliation, harassment, or abuse of any kind from a client toward any of our staff members and/or instructors. Clients who mistreat our valued employees will be fired, without refund, at our sole discretion.

**Supervision:** A parent/guardian or designated adult (i.e., grandparent, nanny, or another parent who is taking care of the participating swimmer) must be present at all times during a child's swim lesson. If a Participant is left with a supervising adult, Whatley Swim is permitted to allow that adult to make legal decisions for that Participant in the event of an emergency.

These policies will be updated from time to time and are always available at:

<https://www.whatleyswim.com/about-us/2024-policies/> .