



CHAMPS SWIM CLUB
100 Marymount Ave
Tarrytown, New York 06830

Swim Lesson Registration Form

A separate application for each child is required

PRIVATE SEMI-PRIVATE GROUP (CIRCLE ONE)

Please circle one that best describes the swimming ability of your child:

Beginner

Intermediate

Advanced

LEVEL/SESSION: _____ LEVEL/SESSION: _____ LEVEL/SESSION: _____

Parents/ Guardian: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Home/ Cell: _____ (Prefer Text **Y/N**)

Swimmer's Name: _____ Age: _____ DOB: _____ Sex: _____

Additional Emergency Contact: _____ **Relationship:** _____

Home Phone: _____ Cell: _____

Has the child had previous swim lessons? **Y / N**

Does the child have a fear of water? **Y / N**

Please Circle Preferred Days: Monday/ Tuesday/ Wednesday/ Thursday/ Friday/ Saturday/
Sunday

Please circle if you WILL give permission to have photographs of your child taken: Y/ N



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Policies

Group Lesson/ Private and Semi-Private Lesson:

The parent/guardian assumes responsibility to ensure the participant listed above attends all scheduled swim classes in their registered session. Cancellations must be made prior to session start date to receive a full refund. No refunds or make up classes will be given for missed classes unless cancellation is made **24 hours** in advance. Classes may be cancelled and rescheduled due to **poor weather**. Level changes are permissible on instructor recommendation if space is available in the requested level.

Please arrive at the pool no more than **15 minutes** prior to the lesson and ready to swim.

Application will be accepted until the day before and week after the session is to begin at the pool office on the first come first serve basis until each session is full.

We reserve the rights to cancel any session due to low enrollment. If a session is cancelled due to low enrollment, you will be provided a full refund, or we will apply a credit to your account for future use.

If you wish to withdraw from lessons, we required at least **30 days'** notice in writing.



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ACCOUNT REGISTRATION FORM

Parents/ Guardian: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Home/ Cell:** _____

(Do you receive text at this number? Y/N)

Automatic Debit from a CREDIT CARD

Card Number: _____ **Expiration Date:** _____ **CVV:** _____

Cardholder Name: _____ **Billing Address:** _____

By signing below, I authorize Champs Swim Club, LLC to debit my

- ✦ Visa
- ✦ MasterCard

Term and Condition of Payment:

Automatic debits shall be charged on or about the 1st of the month. In the event an Automatic Debit transaction is declined, you will be assessed a \$10.00 handling charged. Replacement transaction must be made before the next lesson in the form of cash or credit card.

Authorization:

By signing below, I authorize the automatic debit transactions as indicated above. I also acknowledge that I have read and agree to the Term and Conditions of Payment set forth above.

Signature of the Parent or Guardian: _____ **Date:** _____

Cardholder Signature (If different): _____

****There is a one-time charge of \$10 registration fee per swimmer, fee is due upon registration. ****



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WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in **Swimming Lesson** (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Champs Swim Club, located at **4 Horseneck Ln, Greenwich, Connecticut 06830**, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless **Champs Swim Club**, against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Champs Swim Club, LLC incurs any of these types of expenses, I agree to reimburse **Champs Swim Club**.

I acknowledge that **Champs Swim Club**, and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of **Champs Swim Club**.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those

caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.



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I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Champs Swim Club, AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST

Champs Swim Club, FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also, for negligence on the part of Champs Swim Club, LLC, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and **Champs Swim Club**, agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented: Emergency Contact Relationship Contact Telephone I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.



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Participant's Name: _____

Participant's Address: _____

Signature: _____ **Date:** _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____