

# AQUATIC SERVICE AGREEMENT

Student \_\_\_\_\_ Age \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Cell Number \_\_\_\_\_ Work \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

Workplace or School \_\_\_\_\_ Profession/Grade \_\_\_\_\_

Do you suffer from any medical condition? (optional) Yes \_\_\_ No \_\_\_ Which? \_\_\_\_\_

Do you authorize first aid? Yes \_\_\_ No \_\_\_ Adequate treatment \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Relationship \_\_\_\_\_ Workplace \_\_\_\_\_

Cell Number \_\_\_\_\_ Work \_\_\_\_\_ Email \_\_\_\_\_

TYPE OF SERVICE	LEVEL	DAY(S)	TIME	INSTRUCTOR

1. **Service** - Monthly program of swimming lessons and aquatic exercises that **must be fully consumed during the contracted month**. The swimming classes are: 45 minutes and the exercises are one (1) hour each session. In both cases, they must be consecutive for the proper progress of learning and conditioning of the client.
2. **Tuition** - Initial payment of **\$30** is required for the PADI Swim School registration, educational manual, and progress patches according to the levels achieved. Enrollment remains active as long as you continue to take classes. If you spend one (1) year or more without taking classes, you must renew your tuition payment.
3. **Swimming Dates & Prices** - You can take lessons two (2) times per week for **\$195** (average of 8 sessions) on Monday & Wednesday or Tuesday & Thursday; one (1) time per week for **\$145** (average of 4 sessions) on Fridays, Saturdays or Sundays; individual group lessons for **\$40** each session; or private lessons for double the regular group rate to take any day according to your convenience and the scheduled availability of the pool / beach settings.
4. **Aquatic Dates & Prices** - You can take the **Aquarobics** or **AquaFit** exercise program two (2) times per week for **\$100** (average of 8 sessions) on Monday & Wednesday or Tuesday & Thursday; or individual training sessions **\$30** each.
5. **Payment** - You must pay the entirety of the classes and tuition to reserve your space and be able to start. There is no payment plan or money back for any reason. If you wish to cancel your classes, a store credit can be given for the remaining balance to use toward purchasing equipment, trips, courses, and/or other Scuba Dogs services.
6. **Groups** - Group classes are limited in space, so it is recommended to take part in the **Extended Service Program** (details below) or make early payment the month before to ensure your space. If the class is full, you will need to reserve with payment to join as soon as it becomes available. In the case of group sessions with less than two (2) students, Scuba Dogs reserves the right to move students from their previously scheduled time to form a group for the minimum required of three (3) participants.
7. **Privates** - Offered for one (1) or up to a maximum of two (2) students paid separately for the assigned Instructor, private lessons are offered for exactly double the regular group lessons rate. This service is subject to the availability of the pool and the Instructor.
8. **Mid-Month** - In the case of new clients entering the middle of any given month, you can enter by paying the individual sessions until the end of the month at the **prorated price per session** of the selected option, making the full payment of the following month. This will allow to take advantage of the special rate established under the monthly program.
9. **Gear** - The use of a one-piece swimsuit without pockets and accessories such as goggles, boards, floats, snorkels, pull buoy, paddles and optional resistances is recommended. On the other hand, **the use of reusable water diapers for children from 6 months to 3 years and a swim cap for people with long hair is required**.
10. **Pool Rules** - All clients must follow the rules posted on the wall and instructions from the Instructor, Trainer, and/or Scuba Dogs staff, including asking the Instructor for permission to enter the pool. Failure to comply may result in Scuba Dogs reserving the right to remove the student from the pool for their own safety and the other participants.
11. **Personal Items** - For security reasons, it is recommended to keep your personal belongings in the lockers. In the case of clothing and/or equipment left, Scuba Dogs will keep them for one (1) week. If not claimed, they will be used for rent, sale or gift. Scuba Dogs is not

responsible for lost personal items.

12. **Swim Levels** - We offer five (5) levels of progress under four (4) main categories: 1. **Starfish & Starbabies School** - introductory level for children and infants; 2. **Swim School** - basic level for children; 3. **Stroke School** - advanced level for children and young people; 4. **Adult Swim** - level adapted for adults learning to swim. Scuba Dogs reserves the right to change levels and schedules as necessary.
13. **Evaluation** - The determination of the student's level and class time must be validated with a brief test with the Instructor. These tests are offered at no cost or commitment in approximately 5 minutes or less, during the **last 15 minutes** of the scheduled swimming lessons. You must confirm the date and time to coordinate your evaluation with a certified Instructor.
14. **Parents & Children** - The introductory Starfish & Starbabies swim levels require a parent or guardian in the water with the student all the time or the contracting of private lessons. If a student at a higher level is having difficulty swimming independently, they may be referred to participate at this level as well.
15. **Suspensions** - Classes may be suspended for weather reasons (thunder, lightning, heavy rain, etc.), Instructor illness, defective pool machinery or other unforeseen situation. In case of bad weather, clients must call to confirm the lesson. If suspended for another reason, Scuba Dogs will make every effort to notify its clients as soon as possible. Suspended sessions will be rescheduled whenever possible.
16. **Excused** - At least a **four (4) hour notice** is kindly required to excuse group and/or private lessons. Sessions excused in less time than indicated will be lost with the sole exception of emergency situations, in which case we request that the student bring a medical and/or formal excuse for the incident. A maximum of two (2) excused sessions per month is allowed to students taking two (2) lessons per week and one (1) excused session per month to students taking one (1) lesson per week. **Students must make up all suspended and/or duly excused sessions during the same month of the contracted service.** If any student misses more than the maximum allowed sessions per month, the student will lose these sessions and may lose his or her space in the assigned class.
17. **Cancellations** - In case the student cannot continue the course due to health reasons and/or an emergency, the student must request the cancellation of the classes in writing. Scuba Dogs will validate all pending classes **from the date it receives such written notification.** This way, the student will have up to one (1) year to reactivate and complete the balance due of sessions upon availability.
18. **Medical Emergency** - In the event of an accident or health emergency, every effort will be made to properly care for the patient. **If the emergency system is required to be activated and / or medical attention is required, it will be the responsibility of the participant, parent or guardian to cover medical expenses.** At the customer's discretion, Scuba Dogs recommends to formally inform us in writing any pre-existing conditions and appropriate medical care that should be provided.
19. **Liability Release** - The swimming lessons and aquatic exercises are demanding physically, mentally, and emotionally, which is why they represent a real risk that can cause adverse effects such as accidents, injuries and even death due to drowning, excessive cardiovascular effort, heart attack and other possible serious health conditions. **By signing this agreement, the customer confirms their understanding of these risks and assumes all responsibility for any adverse effects that these classes may cause directly or indirectly.** Likewise, it relieves Scuba Dogs, Inc. and subsidiaries, its employees, instructors and management, Starfish Aquatics Institute and PADI Swim School of all legal and civil liability regarding any damage that may arise before, during and / or after the lessons.
20. **Extended Program** - Recognizing the importance of continuing swim classes for an extended period to learn properly, with this program the client benefits from the following discounts when confirming the payment method for the specified period. The service is automatically charged on the first day of the month with an authorized credit card. If the Extended Program is canceled before completion of the agreed period, the student will be charged for the sum of all the discounts previously granted:

6 MONTHS = 20%: # \_\_\_\_\_ 1 YEAR = 30%: # \_\_\_\_\_

21. **Changes** - Scuba Dogs reserves the right to change these regulations, schedules, costs, instructors and other matters related to the classes as necessary to offer the best possible service.

22. **Approval** - By signing this document, I declare that I have read and understand everything written herein, I assume responsibility for it and I agree to comply with this service agreement.

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
PARENT OR GUARDIAN SIGNATURE

\_\_\_\_\_  
DATE

