

# 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 \_\_\_\_\_

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 **\$50** 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 or Saturdays; 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 with the remaining balance to use toward purchasing equipment, trips, courses, and/or other Scuba Dogs services.
6. **Group** - Group classes are limited in space, so it's recommended to take the Extended Service Program (details below) or make an 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 reach the minimum required of three (3) participants.
7. **Private** - Offered for one (1) or up to a maximum of two (2) students paid separately by the assigned Instructor, private lessons are offered for exactly double the regular group lessons rate. This service is subject to pool and Instructor availability.
8. **Mid-Month** - In the case of new clients entering the middle of any given month, you can enroll by paying for the individual sessions until the end of the month at the prorated price per session of the selected option, making full payment of the following month. This will allow you 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 swimming 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 store your personal belongings in the lockers. In the case of

clothing and/or equipment left behind, 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 five (5) minutes, during the last fifteen (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 any other unforeseen situation. In case of bad weather, clients must call to confirm the lesson. Scuba Dogs will also notify its clients and make every effort to reschedule suspended sessions.
16. **Excused** - At least a **four (4) hour** notice is kindly required to excuse group and/or private lessons. Sessions excused in less than the required time 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 for 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 the maximum allowed sessions are exceeded, the student will lose these sessions and may lose his or her space.
17. **"On Hold"** - If the student needs to take a temporary break from the swimming program, the student must send notification in writing so that Scuba Dogs may validate all pending classes from the date it receives such written notification. This way, the student will have up to **sixty (60) days** to reactivate and complete the balance due to sessions upon availability. If the student does not return before the said time, the pending classes will be cancelled, and any applied discounts from the extended program will be charged upon cancellation.
18. **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. If the student is in the extended program, the applied discounts will be charged upon cancellation.
19. **Your Health** - Your safety is our priority. Thus, you are required to be in good health to participate in this program. By signing this agreement, you confirm being in good condition and/or getting the necessary medical clearance from your physician. In the event of an emergency, the participant or guardian is responsible for medical expenses.
20. **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 assumes all responsibility for any adverse effects that these classes may cause directly or indirectly. Thus, it relieves Scuba Dogs, subsidiaries, employees, instructors, 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.
21. **Extended Program** - Recognizing the importance of continuing swimming classes for an extended period to learn properly, with this program the client benefits from the following discounts when confirming the payment method. 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, understand, accept, and agree to comply accordingly.

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

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

\_\_\_\_\_  
DATE

