

# SwimJim, Inc.

## The Wave in Safe, Successful Swimming

### 2008 REGISTRATION AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ by and between SwimJim, Inc. with a principal place of business located at 3 West 102<sup>nd</sup> Street New York, New York 10025 thereafter referred to as "SwimJim, Inc." and

Name: \_\_\_\_\_ herein after referred to as "Client" and collectively referred to as the Parties.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. This agreement shall be for one year subject to either Parties right to cancel this agreement 72 hours prior to the beginning of a class session, as class session is defined in the SwimJim, Inc. registration materials. If failure to cancel within 72 hours prior to the beginning of a new class session occurs there will be no refund granted.
2. This Agreement shall be subject to Client fully and completely filling out the current SwimJim, Inc. Participation and Release Agreement, Medical Information, Personal Information, and receipt of the most recent update of SwimJim, Inc. Parent Guidebook.
3. Tuition for each class session for which Client's child (ren) is/are enrolled shall be in the amount specified in the Parent Guidebook. In addition thereto, Client shall remit payment to SwimJim, Inc. a non-refundable annual fee of \$35.00 per child to cover the administrative costs of processing each child's enrollment and liability insurance for each child's participation in a SwimJim, Inc. class session. This fee is renewable each calendar year.
4. Tuition shall be payable by the following guidelines:
  - o 1<sup>st</sup> time enrollees – payment must be received before the student can swim
  - o Returning clients (non rollover) – office must be notified and payment must be received during the early registration process. IF we do not hear from you during this process, you will be dropped from the class roster and may re-enroll with new students.
5. In the event the Client's child (ren) cannot attend classes over a consecutive four-week period due to illness (documented by a note from a licensed healthcare provider) the Client must notify SwimJim, Inc. at the illness' onset to be entitled to a ½ tuition credit. This credit will be applied to tuition for the next class session.
6. Failure to remit payment of the Tuition by the week of the commencement of the class session may result in Client's child (ren) being denied access to classes until payment has been received by SwimJim, Inc.
7. Late payments of Tuition shall be subject to a surcharge of thirty dollars (\$30.00) per class session.
8. Client shall be liable to SwimJim, Inc. for an additional \$250.00 in the event SwimJim, Inc. undertakes any effort to collect any sums due under this agreement.
9. Client represents and warrants that Client's child(ren) have been educated with regard to appropriate behavior around a pool and are able to understand and take direction from instructors. Due to the nature of the activity engaged in by SwimJim, Inc., SwimJim, Inc. expects that each client will advise SwimJim, Inc. of any special needs that Clients' child (ren) may require. This includes but is not limited to Attention Deficit Disorder (ADD), seizures, asthma, motor skill delays, etc. in order to allow SwimJim, Inc. to determine whether swimming lessons are a suitable activity for a particular child. If during the course of any class session SwimJim, Inc. deems it advisable to terminate Client's child (ren) involvement in a class session it may do so.
10. This agreement constitutes the entire understanding between the Parties.

Agreed to and between the undersigned on the date first written above.

SIGNED (*parent's name*) \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME (*parent's name*): \_\_\_\_\_

CHILDREN:

1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

4) \_\_\_\_\_ 5) \_\_\_\_\_ 6) \_\_\_\_\_

*Effective: January 1, 2008*