



The Labs USA Aurora LLC and The Labs USA Holdings LLC

PLEASE READ CAREFULLY BEFORE SIGNING

THIS IS A WAIVER OF LEGAL RIGHTS

AND A RELEASE OF LIABILITY

In consideration of being allowed to participate in any activity offered at The Labs facility, 3600 Thayer Court, Aurora ("The Labs"), Illinois and engage in any of the programs, classes, training, events or services offered at The Labs (whether swimming, cycling, dryland training or rehabilitation), I understand and agree that:

1. There is a significant risk of injury from participation in the activities offered at The Labs. I understand that there is the potential for bodily injury or death including, without limitation, permanent paralysis, resulting from my or my minor child's participation.
2. It is my responsibility to insure that my minor child and I are physically able to participate in any activity offered at The Labs. Only a doctor can advise me on my or my minor child's ability to participate. I KNOWINGLY AND FREELY ASSUME MY PARTICIPATION IN SUCH RISKS, both known and unknown, EVEN IF ARISING FROM MY NEGLIGENCE OR THE NEGLIGENCE OR CARELESS ACTS OF OTHERS including, without limitation, The Labs USA Aurora LLC, the Labs USA Holdings LLC and SwimLabs & Rehab Holding Company, LLC and their officers, members, agents, sponsors, providers, vendors ("Released Parties").
3. I consent to emergency medical treatment in the event such care is required. I agree to use my/my minor's personal medical insurance as primary medical coverage.
4. I and my minor child agree to comply with the rules and terms for participation at The Labs. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself and/or my minor child from participation and bring such to the attention of The Labs immediately.
5. I, for myself and on behalf of my heirs, assigns, successors and personal representatives, HEREBY RELEASE, INDEMNIFY, and HOLD HARMLESS the Released Parties, FOR ANY AND ALL INJURY, DISABILITY, DEATH, or loss, or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, to the fullest extent permitted by law.
6. I, irrevocably grant The Labs USA Aurora LLC, The Labs USA Holdings LLC and SwimLabs & Rehab Holding Company, LLC permission to use and own all rights, including the copyright, to any photograph, videotape, digital image or other likeness of me or my minor child taken while participating in any program at The Labs.
7. I understand that if any portion of this waiver and release is held invalid, it is agreed that the balance shall remain in full force and effect.

I HAVE READ THE ASSUMPTION OF RISK, RELEASE OF LIABILITY AND OBLIGATION TO INDEMNIFY CONTAINED IN THIS AGREEMENT. I FULLY UNDERSTAND THE TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT NAME: _____
AGE: _____

SIGNATURE: _____
DATE: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release and waiver as provided above, and, for myself, my heirs, assigns, successors and legal representatives, I agree to indemnify and hold harmless the Released Parties from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS, to the fullest extent permitted by law.

PARTICIPANT NAME: _____
AGE OF PARTICIPANT: _____
RELATIONSHIP OF PERSON SIGNING: _____

SIGNATURE: _____
DATE: _____
EMERGENCY PHONE #(s) _____

POLICIES – PLEASE READ AND SIGN

General Info:

Swimming Attire - *All of the following items are available for purchase at Swimmers Edge located inside The Labs:

- Swimsuits - Although it is not a requirement, we recommend that girls wear one-piece swimsuits.
- Goggles - It is strongly encouraged that all swimmers wear a pair of goggles during lessons.
- Swim Caps - All swimmers with hair below their ears must wear a swim cap or must have hair in a secure ponytail.
- Swim Diapers - Children under the age of 3 or children who are not yet potty-trained must wear a swim diaper. See “Accident Policy” below.

Accident Policy - If a child has a fecal accident in the water that may contain harmful bacteria or a parasite, it may cause us to close that pool for a lengthy period for the decontamination process. If a pool must be closed due to your child’s accident, you will be assessed fees for revenue lost due to the closure. Please do your best to avoid an accident during the lesson.

Pool Area/ Waiting Room – While your child is in a lesson, please remain in the waiting room until their lesson is finished. Please monitor your children when they are in the waiting area. We do not allow running on the pool deck or in the waiting room.

Appointment Time – Arrive on time for your class or private lesson. Regardless of the time a swimmer arrives, lessons will not extend longer than 5 minutes past the scheduled end time (schedule permitting).

Group Lessons:

Payment –

- Automatic Monthly Payment – *Recommended for all Group Lesson clients. Payments are deducted from your account on the first business day of each month. Automatic payment is a 2-month minimum. This option allows you to enroll your child in the same class for an ongoing period of time, guaranteeing them a space in the class. Written notice is required on the 15th of the prior month to withdrawal from lessons. We do not offer refunds for any group lessons on the automatic payment option.
- Pay per month –Classes are booked in increments of 1 month at a time. Written notice is not required to withdraw, however, we do not offer refunds for any group lessons cancelled on the pay per month option. It is the client’s responsibility to sign their child up for the next round of classes. There is a risk of losing your spot in a class if not signed up in advance.

Cancellations & Make-Up Policy – SwimLabs group lessons are in high demand. By reserving this spot you are agreeing to pay for your reserved spot, independent of your child’s attendance. It is your responsibility to make sure that your vacations, appointments and other activities do not interfere with the classes you are enrolled in. We do not offer make-ups for missed lessons for any reason. We do not pro-rate or push classes out on the schedule for missed lessons.

Instructors - We try to keep our instructors as consistent as possible, but do not guarantee that the same instructor will teach your child’s class every week due to vacation, schedule changes, illness, etc. Our substitute policy and training allow any instructor to teach any class and know exactly what skills and progressions your child needs to be working on. Please note that it is beneficial to periodically have different instructors to enhance the learning process.

Private Lessons:

Payment –

- **Pay per lesson** – Lessons may be paid for at the time of each lesson via credit card (excluding American Express), check, or cash. The per lesson price will be charged at the time of the lesson.

We require a credit card to be kept on file, taken at the time of registration, in the instance that a swim lesson is missed. See “Cancellations” below. We do not offer refunds for any private lessons.

- **Packages** – Packages may be purchased for private, semi-private, or three and four person private swim lessons. Each time you arrive for a lesson, a lesson is deducted from your package. It is your responsibility to make sure that your vacations, appointments and other activities do not interfere with lessons you have scheduled. We do not offer refunds for any packages purchased.

Cancellations - For all private lessons, we require 24-hour notice to cancel or reschedule. If less than 24-hour notice is given, you will be charged a cancellation fee of \$42 for your absence for the first two absences. All future absences will be charged full price. It is your responsibility to make sure that your vacations, appointments and other activities do not interfere with the lessons for which you have scheduled. We do not refund cancellation fees.

Private Lesson Scheduling – All private lessons can be scheduled with our front desk staff or online at www.thelabsusa.com. You may schedule your appointments when you wish, whether you have purchased one lesson or a package of lessons. If you would like to schedule your lessons at the same time each week, please speak with our front desk staff about setting that up. Otherwise, we will not reserve that time for you on an ongoing basis. We do not arrange the groups for semi-private, three person private or four person private lessons. You must arrange the people to fill those spots.

Instructors – Instructors for private lessons may be requested based on instructor schedule availability. However, if an instructor is not specifically requested by the client, it is not guaranteed that the client will be booked with any particular instructor ongoing.

If your credit/debit card is rejected for any reason there will be a \$10 service fee for any rejected cards.

I have read the Policies and Procedures and agree to abide by these stated rules. I understand that SwimLabs does not offer refunds for any services, and does not offer make-up lessons for missed Group Lessons.

SIGNED _____

DATE _____

(Participant/Parent/Guardian)