



**Parent and Student
Handbook for 2022-2023**

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Session Administration Fee

Effective 2023, a \$25 nonrefundable administration fee per swimmer will be implemented to **each** session, with the exception of summer (fee is once for the summer, \$25 nonrefundable deposit is required for subsequent sessions during the summer).

Registration Form

Registration and liability forms are required to be filled out prior to the start of your first lesson (each session). Your child will not be allowed in the pool until a registration form is completed. Admin fee is **DUE AT REGISTRATION** in order to reserve your day and time. Recently, there have been tax increases, chlorine costs, minimum wage increases, and COVID that have been a part of this implementation.

Lessons

A private lesson is 1 instructor to 1 student. A semiprivate lesson is 1 instructor to 2 students. When you sign up, you are automatically in a PRIVATE LESSON. Semiprivate lessons are reserved for children in the same family, over the age of 3.5 (or organized between your family and another family you have chosen, we do not organize semiprivate lessons) with similar ability. There are 2 lessons scheduled at the same time. Please do not confuse this with a semiprivate lesson. If you are a part of a semi-private lesson (a lesson you have created with your child and a friend) and you know you will be absent, you are still required to pay for the entire month. If you are apart of a semi-private and are separate families, each family is required to pay the admin fee of \$25. If one family misses a lesson, there are no makeup lessons provided and there is no adjusting or prorating. Lessons are 25 minutes in duration.

Our Philosophies

All children are capable of learning how to swim. Learning to swim can be a fun and rewarding experience. Beyond learning how to swim, our students learn confidence, coach/student relationships and character building. The beginning of lessons can be exciting for some but anxious for others. There may be a learning curve or adjustment period for your student. We treat all of our students as individuals with varying needs. Please do not be alarmed if your child cries or resists at first, it is a very normal reaction that we are prepared for.

Our Approach

We teach lessons with a progressive rubric. We have general goals that we set forth for all students. Every single student will have the same goals to work towards but may have very different teaching styles used to achieve these goals.

Your child's age, level of comfort, physical abilities and readiness will all play a roll in their individualized lesson. Not all children are the same and not all children learn the same. We have adapted our curriculum to accommodate all children, in all walks of life, with all different abilities. If you know what works for your child and what does not work, please let us know. There is a place in your registration form that specifically asks to address these differences. In order for your child to succeed, we need to know what works for them. Our goal is to not only help your child learn how to swim but to also cultivate a healthy relationship with the water and coaches.

Sessions

Sessions are broken down into 4 quarters. We make every attempt for continuity between instructors but our instructors occasionally change their availability, therefore, change the instructor provided. We do reserve the right to change and rearrange students/instructors as we see fit. Your registration email will have a calendar of lessons and payment schedule enclosed. For the winter, spring and fall session, you are able to keep your day and time, continuing throughout the year.

Arrival to Lessons

Please only arrive on time for lessons. If you arrive before the start of your lesson, you will be asked to stay on the back deck. This is an effort to keep distractions to a minimum. If your child is a distraction to other lessons, you will be asked to be out of sight or sit in your vehicle. If able, please arrive fully prepared for your lesson.

Forfeit Policy

There is a 10 minute forfeit policy. If you are 10 minutes late, your lesson is considered "no call, no show." Please arrive on time, prepared to start your lesson. Our lessons are 25 minutes with a 5 minute buffer between lessons in order to stagger patrons. The only exception to this rule is when the weather is compromised (snowy/icy conditions).

Use of Emails & Texting

When enrolling in lessons, you will be contacted via text message. Please do not use texting as a form of lesson cancellation. Email and the links provided in your Enrollment Email will be your point of reference and contact throughout the session. If you have a last minute, urgent message, please not only send a text but also send an email. Please do not expect text messages to be responded to throughout the session, emails are the only appropriate form of communication.

Scheduling & Payment

Upon scheduling your lessons, the schedule is **final**. Each session will have tuition due at the beginning of each month. Payment is due on the **FIRST** day of YOUR first lesson of each month. *A \$10 late fee will be applied to late payments past the 10th of each month* (Rev. 2023). Your tuition will hold your spot exclusively for your enrolled swimmer(s). When scheduling, please be aware of other sports and scheduling conflicts. You are required to pay the session in full, regardless of the amount of lessons you attend (please see cancellation and makeup policies). You are confirmed and committed for the entire session.

Stopping lessons midsession requires a \$100 early termination fee.

Please put payment in a prepared envelope and place it in the lockbox on the wall or submit via Venmo (@Samantha-Tiemann) and Apple Pay (509) 990-0469.

Cancellations/Makeup Policies

Cancellations are not permitted during the summer months. Weeks go into creating and catering to our schedule and therefore, we book up! Please only enroll if you know your vacation/camp schedules. This is the primary reason why we wait until May to begin scheduling for summer lessons.

- During the school year, if you cancel your lesson, we will attempt to make up the lesson if a **24 hour courtesy is made**. THERE IS NO MAKE UP LESSON OUTSIDE OF 24 HOUR NOTICE. Cancellations may be made through the missed lesson/makeup request link in your email **ONLY!** Please refer to your enrollment and reminder emails with the link for makeup lessons. We will make every effort to make up lessons canceled within the 24 cancellation courtesy. We can guarantee 1 makeup lesson per session. If more than 1 lesson is missed, we can only accommodate more makeup lessons if our schedule allows. Please pay close attention to our session calendar and our designated makeup day.
- If we have to cancel for any reason, we will request you prorate the next month's payment. If your instructor calls out, another instructor will sub for the lesson, unannounced. If we make any adjustments to the lesson (such as combining what should be 2 private lessons into a semiprivate lesson due to staffing illness or employee call out), please reach out through email for further instructions. In the case that you have prepaid for the entire session but adjustments are being suggested, please send us an email. We appreciate your flexibility. This is the only time that it is appropriate to prorate your payment.

- Upon accepting a makeup lesson, that makeup lesson *cannot* be made up. If you commit to a makeup lesson and later can not attend said lesson, it is considered a forfeit and no other makeup lesson can/will be provided.

Attendance

Please pay attention to school conflicts, doctor's appointments, etc. that may conflict with your scheduled swimming lesson. At the beginning of each session, in the registration email, you will be given an opportunity to submit any missed date which may be a conflict. You are responsible for full payment regardless of your attendance status but we do ask that you make swimming lesson attendance a priority upon scheduling.

Snow Days

We follow District 81's Snow Day protocol. Although, if our particular location is icy or compromises safety, we will cancel. Please pay attention to your cell phones for text messages or push notifications (from our app) on such days. We pay close attention to safety and err on the side of caution. We will cancel if it is not safe, even if District 81 does not. In the event that we have to cancel, we will provide a makeup day or ask to prorate the next month's payment.

Scheduling Conflicts

If you enroll your child in another sport, please be certain that the schedule will not conflict prior to enrollment. In years past, we have seen many scheduling conflicts that make the schedule difficult.

If you enroll in swimming for a session you are acknowledging that your swim schedule is a priority and you will not allow conflicts to interfere. This is to ensure your commitment to your child's progress and to maintain an organized schedule. Without schedule consistency, your child's progress may be at risk. **STOPPING MIDSESSION REQUIRES EARLY TERMINATION FEE!**

There are over 800 people on our wait list and postponing the schedule is unacceptable. When you cancel late, you cause a chain reaction between the instructor, other students and it interferes with the schedule. We are a business. Please respect the schedule as such.

Media Policy

You are permitted to take videos and photos of your children. Please be cautious and aware of other children in your photos. If you chose to post photos on social media, please be sure that only your children are the ones in the photos. Samantha's Swimming is not responsible for the use of photos on our client's social media platforms. Samantha's Swimming will only post photos and

videos if written permission is granted. Your child's anonymity and privacy is important to us and we take internet safety extremely serious.

Our App



Please download our app via iSO or Google Play store (when available) or by scanning our QR code. The app is "Samantha's Swimming" with our mermaid logo as the icon. Our app will have all of our necessary forms as well as current calendars. In the event that we need to make urgent contact, we will send out a PUSH notification. When we have random or last minute makeup lessons, announcements will be made via a PUSH notification.

Parking

PLEASE attempt to park on the SOUTH side of the street (in front of 3304 and 3224, are both owned by Samantha). Please avoid parking on the north side of the street as much as possible and do NOT block driveways. This is imperative as we have sometimes had issues with the neighbors not appreciating our traffic.

Diaper Policy

Disposable diapers are no longer permitted effective April 2021. All children requiring a diaper must use a reusable diaper. We do have some for purchase. We do have a contamination charge of \$75 if your child contaminates the pool.

Contamination Policy

There will be a \$75 charge if your child defecates or vomits in the pool.

Swimming Pool Etiquette

- You are responsible for following our pool room rules posted on the wall.
- A modest bathing suit must be worn; please make sure it is a comfortable fit.
- Swimmer's hair must be pulled back and out of their face.
- No snorkel goggles allowed.
- Please do not allow your child to distract other lessons when entering the pool room.
- Only enter the pool room when invited to do so or at start time of lesson.
- Please take all dirty diapers to the BROWN garbage bin in front of house. Do not leave them in the bathroom garbage.
- When possible, please use Lysol disinfectant to surfaces you touch.

Disrespectful & Disruptive Behavior

Disrespect and disruptive behavior will not be tolerated. Yelling, hitting, kicking, throwing objects or disrupting another lesson is not permitted. Rude, inappropriate language, curse words and abusive language is not allowed. Our approach with all students is a choice-consequence-decision making style, similar to an “if, then” approach. If you have any questions about this style, please contact Samantha directly. We ask that parents be fully proactive to avoid any consequential behavior and create a conduct plan with Samantha and their instructor to provide their child a plan to succeed. We reserve the right to terminate any and all lessons.

General Illness & Covid

We take illness and the spread of germs very serious. The rule of thumb for swimming lessons is if your child did not go to school or had to miss out on an activity, they are not well enough to swim. Another rule of thumb is if symptoms from the neck up and there is no fever (normal winter runny nose), you are safe to continue lessons. If symptoms are from the neck down (respiratory) or gastric, cancel lessons.

If your child has an active cough, a fever, diarrhea or is not acting like themselves, please cancel.

If your child is going to bed ill, cancel your lesson for the next day. Please follow the proper cancellation protocols. To qualify for a makeup lesson, **24 hour notice is required.**

We teach kids from all over Spokane and try to keep from spreading illnesses. If your child comes to swimming sick, the instructors are at risk for becoming ill. Please do your best to keep your colds at home!

We will try to make up the lesson if you follow the proper protocol.

COVID-19 Rules and Protocols effective 4/2022

- You are not permitted in the pool room until the exact start time of your lesson and we ask that you depart promptly upon your lesson's end.
- Only 1 guardian is permitted in the pool room. Please no siblings. You are welcome and **ENCOURAGED** to sit in your vehicle or wait on the back deck.
- When the weather permits and is over 50 degrees, parents will be staged outside. Please dress accordingly.
- Lessons are 25 minutes with a 5 minute cleaning buffer.

- Bathroom trips must be made quick (2 minutes) in order for the instructor to sanitize after your visit. Please limit your exposure in the pool room and bathroom. Parent must accompany swimmer to the bathroom. No child is allowed in the bathroom without a parent. If possible, please dress outside or in your vehicle. Wrapping your child in a towel and using a robe over it will help keep them warm.
- Please help us out and spray knobs, switches, handles and anything else you touch during your lesson and especially in the bathroom. This will help our instructors tremendously.
- If you are exposed to COVID, please follow your doctor's protocol for isolation and quarantine.

Samantha's Swimming Release From Liability Agreement

(Signed in the registration form)

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

The individual named below (referred to as "I" or "me") desires to participate in the services (including, but not limited to, swim lessons) (the "**Activity**") provided by Samantha's Swimming LLC, a Washington Limited Liability Corporation with offices located at 3304 E 36th, Spokane, WA 99223 (the "**Company**"). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**"). The Company and the Individual are referred to herein as the "**Parties**".

This Release shall be effective as of this ____ day of _____, 20__ (the "**Effective Date**").

1. **Assumption of Risk.** I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. **Waiver of Liability.** I HEREBY EXPRESSLY FOREVER WAIVE, DISCHARGE, AND RELEASE ANY AND ALL CLAIMS AGAINST THE COMPANY, AND ITS DIRECTORS MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF, ATTRIBUTABLE TO, OR OTHERWISE RELATED TO MY PARTICIPATION IN THE ACTIVITY, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

3. **Indemnification.** I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

4. **Medical Treatment.** I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

5. **Entire Agreement.** This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

6. **Severability.** If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.

7. **Binding Nature.** This Release is binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

8. **Governing Law.** The laws of the State of Washington shall govern the enforcement and interpretation of this Agreement without regard to its conflict of law principles. The exclusive venue for any action related to this Agreement shall be in the state and federal courts located in Spokane County, State of Washington, and the parties irrevocably submit to the venue and jurisdiction of such courts and waive any objections to such venue and jurisdiction, including without limitation objections based on venue, jurisdiction or an inconvenient forum.

9. **Severability.** The invalidity or unenforceability of any provision within this Agreement shall in no way affect the validity or enforceability of the remainder of this Agreement or any other provision hereof.

BY SIGNING THIS RELEASE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.