

Dream Big Swim Academy will herein be referred to as DBSA.

General Policy Agreements:

A) ALL medical issues, diagnoses, special needs/adaptations, behavioral concerns or other essential information must be disclosed for the health and safety of all participants, instructors and staff. DBSA has the right to remove students who have falsified information or neglected to disclose diagnoses or medical issues and are not enrolled in a special needs lesson.

- No member of DBSA is permitted to administer medications to students, including- but not limited to- inhalers, insulin, or epi-pens. Students must be able to self-administer any items brought to lessons.

B) Students who have severe cough, runny nose or other illnesses will not be permitted in the pool. Students with rashes, open sores/wounds/cuts or other infection diseases will not be permitted in the pool. Lesson and payment will be forfeited.

C) Lessons are 25 minutes of instruction. The additional 5 minutes includes the student pick-up, drop-off, and reward time in addition to instructor note taking. (30 total minutes)

D) DBSA requires electronic written notifications for all communication.

• Failure to submit correct written notification may result in payment forfeiture, program dismissal or other action.

*At NO time will verbal notification/communication be accepted. No exceptions. *

DBSA accepts the following written communication methods:

1.) Email to dreambigswimacademy@gmail.com

2.) Text message to this number only – 304-919-2929. Personal messaging is not accepted

3.) Electronic messages on Facebook through the DBSA page only.

- Personal messaging to instructors is not accepted, at any time, and will result in *immediate* removal from the program.

E) Registration fees are a one-time charge (unless you are inactive for 2 years) and must be paid online. Fees are non-refundable. Fee is not a deposit, nor will it be applied as credit to tuition fees.

F) A minimum two-month consecutive participation in the program is required. You will be billed for two consecutive months regardless of participation.

G) Observation of lessons is permitted in the assigned viewing area only. No person is permitted to sit on the pool deck or any part of the pool area. Violators will be asked to leave, and the student dismissed from lessons.

H) DBSA reserves the right to use any photographs and/or videos taken during lessons for advertising and marketing purposes. Any photographs and/or videos acquired during lessons or by other means, such as but not limited to guardian submission, will be considered property of DBSA. Written consent is NOT required for use of any obtained photography or videos. DBSA does not accept responsibility for photographs and/or videos used by other parties.

I) Yearly fundraising participation is mandatory. Clients may choose not to sell items and pay the fundraiser fee instead. Students who choose to not to sell or who do not meet the minimum amount required will have a fundraising fee added to the account.

J) DBSA reserves the right to remove students from the pool, program or facility for policy violations or any other reasons deemed necessary. Lessons and payment will be forfeited with no refunds or credits. DBSA also reserves the right to not re-admit or suspend families/students.

K) ALL clients are required to have the mobile app downloaded and notifications enabled. We send out emergency messages, reschedules, closures and other important information through this application. Missed notifications or reminders are not the responsibility of DBSA.

Payment Policy:

A) All accounts are required to have a valid credit card or bank account stored on file. Clients are responsible for updating this information.

B) Tuition and other fees are posted on the 15th of the month. Payments are not automatically processed/withdrawn. If you wish to pay by bank draft or credit card, you must log into your account and pay by the 1st.

- New students who begin mid-month or after the billing period are required to pay the full balance online. Payments will NOT be accepted at the pool during the first lesson.

C) Cash and check payments are accepted at the pool the 15th-1st only during lesson times. Please check the mobile app or website for the current pool hours.

- No cash/check payments will be accepted outside of the posted pool operating hours. No exceptions.
- Cash and check payments may only be deposited in the locked payment box located at the pool facility. At no time are DBSA staff, facility staff or other persons permitted to accept payments.
 - o DBSA is not responsible for lost/stolen payments not directly placed into the designated locked payment box.

D) Payments received after 11:59 pm on the 1st of the month will be assessed a \$15 late fee. All outstanding balances will be charged to the payment method saved on file on the 2nd of the month.

- Declined/invalid credit card payments will be charged a declined card fee (\$35) in addition to the late fee (\$15). Bank withdrawals or checks returned from the bank will be charged an insufficient funds fee (\$40) in addition to the late fee (\$15). *Declined/invalid payments will receive an email. *
- Balances must be paid in full before the start of the next lesson. Students with outstanding balances will not be permitted into lessons until the balance is paid in full.
 - No refunds or credits given for missed classes. Lesson day/time may be forfeited and re-enrollment required.

E) Credit/debit card payments have a 3% processing fee. Bank withdrawals have a 1% processing fee. These fees will be added to the account after payments have been processed.

F) Cash payments receive a \$5.00 discount applied to the next month's invoice. The full account balance must be paid.

Attendance & Make Up Policy:

Little Dreamers Classes, please see Little Dreamers Policy

A) Students arriving 10 minutes (or more) late to a 30- minute lesson will not be permitted to start the lesson. Payment and lesson are forfeited. Students will not be permitted to do "half" or "partial" lessons for any period of time.

B) Notification of cancellation is required before the lesson's scheduled start time. Failure to notify before lessons begin will be considered a "No Show."

- Two (2) "No Show" events in a one-month period will result in immediate removal from the program with payment forfeiture and permanent program removal. No re-admittance to the program.
- Three (3) "No Show" events in a 6-month participation period will result in removal from the program with payment forfeiture. No re-admittance to the program.

Rescheduling/Make up Lessons:

C) Lessons may be rescheduled for another day and time only if electronic written notice is given 24 hours in advance. Less than 24-hour electronic written notification will result in forfeiture of payment and no rescheduling option, regardless of reasoning. No exceptions.

- One (1) lesson per month may be rescheduled free of charge. Additional reschedules/make ups will be assessed a \$15/lesson make-up fee.
- Eligibility for a make up lesson is valid up to 14 days after the absence. After 14-days from the absence date, the eligibility expires, and the lesson is forfeited. *(The make up lesson may be scheduled before the absence or on any available date after the absence as long as the enrollment is within the 14-day eligibility period.)*

- Make up lessons are based on availability. If you are unable to schedule a makeup lesson during any of the available options or two-week time period, the lesson is forfeited. No refunds or credits are given.
 - Make up lessons must be scheduled before 8 am on the day of the lessons. No lesser time will be accepted.
 - Make up lessons may not be scheduled within 2 hours of the regularly scheduled lesson.
- D) Extra lessons may be purchased for \$20/lesson. To purchase an extra lesson, enroll in an open “make up lesson” and the fee will be added to your account.
- Limit of two (2) extra lessons per month.

Termination/Withdrawal Policy:

- A) Billing for the next month is automatic. If you wish to discontinue lessons for the next month after your two-month minimum, you must submit electronic written notification to DBSA *before* the 15th day of the month.
- After tuition fees are applied and statements emailed on the 15th, the scheduling is final and no changes will be made. No exceptions.
- B) If you fail to notify DBSA by the 15th day of the month, you are still responsible for the full payment, regardless of attendance.
- C) Written notice submitted after the 15th of the month will be accepted as notification for the next billing cycle. No further notification is necessary.
- D) Noncompliance with this policy will result in permanent removal from the program. Outstanding balances will be charged to the payment method on file.
- If the payment method on file is invalid/declined, the applicable fees will be charged in addition to the late fee. You will have one-month (30 days) to pay the outstanding account balance. After 30 days, additional late fees will be added, and the outstanding balance will be turned into a collection agency.

Diapering Policy:

- A) ALL children 3 years of age (36 months) and under must be properly double diapered – regardless of toilet training. (*Click [here](#) for a tutorial video. Shopping links and descriptions are available on the mobile app.*)
- B) Children found to be improperly diapered will be removed from the pool. The lesson and payment will be forfeited.
- C) ANY student who is not fully toilet trained must be double diapered regardless of age. *If a student is unable to express the need to use the restroom or could potentially have an accident: they must be double diapered.*
- D) In the event that the pool must be closed due to fecal matter, students who were found to be improperly diapered will be charged for the closure and ALL associated costs. These fees include, but are not limited to – pool rental fees, tuition fees for all canceled classes/lessons, instructor pay, cost of pool treatment and chemicals, and equipment replacement.

Wetsuit, Goggle & Swim Attire Policy:

Please refer to the [website](#), mobile app or welcome information for detailed specifics.

Cold/shivering students can develop a fear of water/lessons because of the discomfort.

- A) Students who are improperly dressed or are cold & shivering will be removed from the pool or not permitted to enter. The lesson will be forfeited and no refunds or credits will be given.
- B) Wetsuits are required for all students ages 4 & under from September to May.

- Wetsuits must be made of neoprene material. Rashguards, nylon or other material will not permitted.

C) Students over the age of 4 who are thin, in lower/less active levels or chill easily may be required to wear a wetsuit. Students who are cold/shivering will be removed from the pool early and the lesson forfeited.

D) Students are not required to wear goggles but they are recommended. Cressi goggles are available poolside for \$12/each. *Goggles cannot be paid for in cash during lessons.* Ask and instructor for a pair at the start of your lesson and it will be applied to your account.

If you supply your own goggles:

- Goggles may not cover the nose or whole face
- Must have two (2) straps in the back and be made from silicone/rubber.
- Foam, padded or single-strap goggles will not be permitted.

E) DBSA reserves the right to supply or replace goggles for students if deemed necessary. Goggles will be applied to your account.

F) Little Dreamers participants are required to wear wetsuits at the Millsop location ALL YEAR. Depending on weather and other factors, you may be asked to wear a wetsuit at the Mingo location.

Client Conduct & Responsibilities:

A) At no time are clients permitted to privately message, call, text or contact instructors or other staff members or seek to gain their personal information. All communication is to be directed through DBSA. No exceptions. Violation of this policy results in immediate program termination with no warning, loss of payment, forfeit of lessons and no re-admittance to the program.

B) Instructors are not permitted to answer questions, receive information, or comment on policies to prevent miscommunication and scheduling interruptions. At no time is a client permitted to pressure, intimidate, or verbally harass any DBSA instructor or staff. Rude comments or aggressive behavior will result in program removal with payment forfeiture and no re-admittance.

- Instructors are swim teachers ONLY and not trained on scheduling, policies, or office issues.
- ALL questions, comments or concerns are to be sent to the DBSA office staff via any one of the methods of electronic communication available.
- If you have an issue with an instructor, please let us know immediately. At no time should an instructor be rude or have an unprofessional demeanor.

C) All participants must wait in the designated area for the specific location before lessons. No one is to approach the instruction area, instructor table or other teaching area and equipment. No exceptions. Violators will be asked to leave.

D) Clients are not permitted on deck more than 5 minutes early to due limited spacing. You will be asked to leave & return at the appropriate time.

E) Students must be picked up on time. *Please make sure to be on deck 5 minutes before the lesson end time.* Clients who are late to pick up students will be charged a late pick-up fee of \$15 for each late pick-up to compensate the lesson afterward for the shortage to their lesson time.

F) ALL clients are required to have the mobile app downloaded and notifications enabled. We send out emergency messages, reschedules, closures and other important information through this application. Missed notifications or reminders are not the responsibility of DBSA.

HOLD HARMLESS AGREEMENT:

I have read and agree with the included policies and procedures and I, the undersigned participant, on behalf of my heirs, legatees and assigns, hereby agree to indemnify, save and hold harmless Dream Big Swim Academy staff, employees, operators, or any representatives, the Weirton Board of Parks and Recreation and Millsop Community Center, or any of its agents, representatives, employees or assigns, for

my health, safety, or any injury and/or disability arising out of or resulting from the use of the facility, equipment, or participation in planned programs.

I have prepared myself for the activity in which I or my heir, legatees and assigns, may participate. I hereby represent that I have disclosed all restrictions and/or conditions that may prohibit or inhibit participation in the activity I have chosen.

I have read and understand the foregoing.