

General Policy Agreements:
Dream Big Swim Academy will herein be referred to as DBSA.

A) ALL diagnoses (medical, behavioral, mental), any medical condition, special needs/adaptations, behavioral concerns, and other essential information must be disclosed for the health and safety of all participants, instructors, and staff. DBSA has the right to refuse or remove students who have withheld/ falsified information or neglected to disclose diagnoses.

- 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) 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.
- 3.) Electronic messages on Facebook or Instagram through the DBSA pages only.

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

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

D) Registration fees are a one-time charge (unless inactive for 2 years) and must be paid online. Fees are non-refundable, *with no exceptions*. Fee is not a deposit, nor will it be applied as credit to tuition fees.

E) All account information, including but not limited to billing & payment history, parent/guardian (s) & student(s) name & contact information, student skill level, instructor & account notes, will be retained in archives for a period of **two years** from your last active participation in the program. Financial information such as payment methods and account numbers are not retained once your account becomes archived.

- After a 2-year period of inactivity, the account will be permanently deleted, and a new registration will need to be completed to enroll. Registration fees will apply.

F) 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.

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

H) Observation of lessons is permitted in the assigned viewing area only. No person is permitted to sit on the pool deck, any part of the pool area, or enter the water, or linger in the waiting area. Instructors will come to you to pick up and drop off students. *Little Dreamers classes are not permitted to have observers.*

- At no time is anyone permitted to approach the teaching area, instructors, staff on break, or disturb/interrupt lessons, or remove a student from the water or inhibit an instructor from taking a student. Violators will be asked to leave, and the student dismissed permanently from lessons with payment forfeiture.

I) Yearly fundraising is mandatory. All students enrolled from November-December are required to participate. Gift card sales are a required minimum of \$250/student. If clients do not wish to sell, they may pay the \$25/student fundraiser fee. If a student does not meet the minimum in sales, the difference between the amount gifted to DBSA and the student fee will be added to the account. Clients who chose not to sell and do not pay the fundraiser fee will have the amount added to their account.

J) 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.

K) 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.

L) **ALL clients are required to have the mobile app downloaded and notifications enabled.** We send 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 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 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 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 payments will be accepted outside of the posted pool operating hours. No exceptions.
- Cash 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).
- 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 5% processing fee. These fees will be added to the account after payments have been processed.

F) Students who have withdrawn or have been removed from the program are still responsible for account balances. All outstanding balances will be charged to the payment method on file on the 2nd after failure to self-pay. Declined card transactions and non-payment will result in additional fees and charges.

G) Accounts over 90 days past due with no payments will be turned into collection agencies and subject to credit reporting.

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.

- Make up lessons are only available to view through your parent portal. Make ups are not listed on the website or other social media for viewing. Make up lessons are added continually as they become available and are first come, first serve.
- 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 to schedule a makeup 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 makeup 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 and cannot be guaranteed. If you are unable to enroll in a makeup lesson during any of the listed openings or during the two-week eligibility time, 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.
- Special Needs Lessons MUST enroll in a Special Needs Make-Up. Special Needs may not enroll in a typical private lesson make up opening without direct permission.
- Make up lessons must be scheduled before the seasonal break/ school closure, or the lesson is forfeited. If no lessons are available or you cannot find one that works with your schedule, the lesson is forfeited. No credits or extensions will be given.
- Make up lessons that are scheduled and do not meet the above criteria will be charged the \$20 extra lesson fee without notification.

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 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) Upon written notice of withdrawal, any outstanding fees and/or payments are due before the 1st, regardless of the amount. Failure to log into your account and pay the outstanding balance may result in the \$15 late fee and all balances will be automatically withdrawal on the 2nd.

E) Noncompliance with this policy will result in permanent removal from the program with no re-admittance.

- 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 and charges will be added for up to 90 days. After 90 days, the outstanding balance will be turned into a collection agency and subject to credit reporting.

Diapering Policy:

A) **ALL children 3 years of age (36 months) and under must be properly diapered with Happy Nappy Duo™ non-disposable swim diaper.** (Click [here](#) for a tutorial video. Shopping links and descriptions are available on the mobile app.)

- **No other swim diaper will be accepted by DBSA.**
- **Regular disposable diapers are NOT permitted in the pool.**
- **Diapers are available for sale through DBSA.**

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 diapered with the Happy Nappy Duo™ **non-disposable swim 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 diapered according to this policy.*

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 cancelled 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.

- 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 be 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 remainder of 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 an 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.** Weather and location dependent, other swimsuits may be allowed as deemed appropriate by the instructor.

Client Conduct & Responsibilities:

- A) **All clients must wait in the designated area before lessons. NO EXCEPTIONS.** No one is permitted to approach the teaching areas, instructor stations, walk across the pool deck, go the pool side or approach instructors/staff.
- Students under the age of 12 are NOT permitted on the pool deck without an accompanying adult. A guardian must wait with a student before lessons & must pick up the student on the pool deck. No student under 12 will be permitted to leave the pool deck unaccompanied by an adult.
 - Students must remain next to an accompanying adult while waiting (within an arms-length). Students who are running, climbing, or performing other unsafe activities will be asked to leave with the lesson forfeited.
 - Students who damage or destroy property will be asked to leave with the lesson forfeited. Damage costs will be added to the family account. *This includes coloring the tables, papers or other items for viewing, knocking over items or other destructive behaviors.*
- B) Clients are not permitted to interfere or prevent instructors from retrieving students. All children are to enter the pool with an instructor, regardless of behavior. **Students who do not enter the pool will be removed from the program with the remaining lessons forfeited.**
- C) 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.
- D) At no time are clients permitted to privately message, call, text, contact or seek to gain personal information in relation to instructors or other staff members. 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.**

E) 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.

F) Instructors are not permitted to answer questions, receive information, or comment on policies to prevent miscommunication and scheduling interruptions.

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

RELEASE OF LIABILITY:

In consideration of being allowed to participate in any way in the Dream Big Swim Academy program, its related events and activities, I, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist, and;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation, and;
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself and bring such to the attention of the Company immediately, and;
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Dream Big Swim Academy, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, ILLNESS from any and all infectious disease, or loss or damage to person or property or WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees 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 RELEASEES, to the fullest extent permitted by law.

Policy for Rented Pool Facilities - Dream Big Swim Academy

This policy is in addition to the general policies agreed upon by participants upon registration with DBSA.

- A. Operational Independence: Dream Big Swim Academy (DBSA) operates independently of any facility it rents for conducting swimming lessons.
- B. Location Guarantee Disclaimer: The availability of specific locations for DBSA's activities is not guaranteed. While efforts are made to maintain consistency, DBSA reserves the right to change rental pool facilities as needed.
- C. Current Rental Facilities: As of May 2024, the rental facilities contracted by DBSA include:
 - Millsop Community Center (indoors), Weirton, WV
 - Home Mingo Pool (outdoors), Mingo Junction, OH
 - Mingo Pool at Aracoma Park Pool (outdoors), Mingo Junction, OH
- D. Modification of Locations: Dream Big Swim Academy (DBSA) reserves the right to alter rental pool locations at its discretion, including those listed or any other venue, without prior notification or consent from participants or other involved parties.
- E. Notification: While DBSA endeavors to inform participants of any location changes in a timely manner, it is not obligated to provide advance notice.
- F. Refunds and Credits Policy: In the event of a location change, DBSA will not issue refunds or credits to participants who choose to discontinue lessons as a result. Participants are responsible for attending lessons at the designated locations following any changes.
- G. Observance of Policies: Participants are required to adhere to all policies established by DBSA as well as those set forth by the rental facilities. Failure to comply with these policies, including instructions provided by DBSA or rental staff, may result in forfeiture of lessons or dismissal from the program.
- H. Acceptance of Policy: By enrolling in DBSA's swimming lessons, participants acknowledge and accept the terms outlined in this policy regarding rented pool facilities.
- I. Dream Big Swim Academy is not responsible for pool or building closures. Rescheduling may be possible but is NOT guaranteed. If lessons cannot be rescheduled, they will be forfeited. No refunds or credits given.
- J. Inclement weather conditions such as hazardous road conditions, snowstorms, thunderstorms, lightning, etc., which result in pool closure or lesson cancellation will not be refunded or credited in any way. Rescheduling may be possible but is NOT guaranteed. If lessons cannot be rescheduled, they will be forfeited.
- K. If swimming is not possible due to thunder, lightning, or some other act beyond our control, but the facility remains open, we may do dry-land exercises, conditioning, and water safety reinforcement activities. THIS IS A LESSON. There will be no make-up lesson, refund, or account credit. *If you choose to leave, the lesson shall be considered forfeited.*

This policy is subject to change at the discretion of Dream Big Swim Academy without prior notice.