

# **Swim Instructor Independent Contractor Agreement**

This Agreement is made between (Swim School) (“the Company”) and the undersigned independent contractor (“Instructor”).

## **1. Purpose**

The purpose of this Agreement is to set forth the expectations, responsibilities, and liability protections for Swim Instructors contracted by (Swim School). The Company’s mission is Zero Drownings, and all Instructors agree to follow policies designed to maintain the safety and integrity of lessons.

## **2. Independent Contractor Status**

- Instructor is an independent contractor, not an employee.
- Instructor is responsible for their own taxes, insurance, and licensing.
- Nothing in this Agreement creates an employer-employee, partnership, or joint venture relationship.

## **3. Instructor Responsibilities**

Instructor agrees to:

- Arrive at least 15 minutes prior to lessons.
- Remain on deck until all students are safely out of the water and restrooms are checked.
- Maintain constant supervision of assigned students; never turn away or leave a student unattended.
- Teach only skills they are trained and certified to teach.
- Maintain professionalism in communication with parents and staff.
- Keep lesson areas clean and orderly (props, floatation devices, toys, etc.).
- Adapt lessons to each student’s abilities while following (Swim School)’s curriculum framework.
- Notify the Company immediately if unable to teach a scheduled lesson. No-call/no-shows may result in termination.

## **4. Safety and Emergency Procedures**

Instructor must:

- Follow all Safety and Emergency Procedures provided by (Swim School).
- Require each parent/guardian to serve as a Water Watcher, understanding lifeguards are not on duty during lessons.
- Remove the participant from the pool in an emergency, call 911, and provide emergency care until EMS arrives.
- Submit written incident reports for all incidents or emergencies, including witness statements.
- Never speak to reporters or post on social media regarding incidents.

## **5. Personal Safety Equipment**

Instructor must keep the following available during lessons:

- A cell phone accessible for emergencies.
- A breathing barrier (pocket mask or face shield).
- A first aid kit.
- A rescue tube or ring buoy.

## **6. Prohibited Conduct**

Instructors agree:

- Not to send clients to another program or facility.
- Not to disparage other instructors or programs.
- Not to post photos, videos, or commentary about students without written consent from the parent/guardian and the Company.
- Not to teach “drown proofing” or survival swim methods inconsistent with (Swim School)’s philosophy.

## **7. Compensation**

- Instructor will be paid per lesson taught at the agreed rate.
- Payments will be issued according to the Company’s payroll schedule.
- Instructor is not entitled to employee benefits.

## 8. Liability & Indemnification

- Instructor understands that water activities carry inherent risk.
- Instructor agrees to indemnify and hold harmless (Swim School), its owners, and facility partners from any claims, damages, or expenses arising from negligent or unauthorized acts by the Instructor.
- The Company maintains general liability insurance; however, Instructor is required to carry personal liability insurance if not otherwise covered.

## 9. Termination

- Either party may terminate this Agreement with written notice.
- (Swim School) may terminate immediately for breach of contract, safety violations, or unprofessional conduct.

## 10. Entire Agreement

This document contains the full agreement between the parties. No oral statements or prior agreements are binding.

Instructor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(Swim School) Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_