

NativeWatersSwimAcademy

2755SWBuckhartSt., PortSt. Lucie FL34953
(772)626-9291NativeWatersSwimAcademy@gmail.com

Native Waters Swim Academy, LLC

Registration Form and Policy Sheet — Student

Information

(Personalized questions are to assist us in building a rapport with your child and for their new registration bag)

Child #1 Name: _____ Nickname: _____

Date of Birth: _____ Gender (M/F): _____

Shirt size: _____

Pick a favorite:

___ Alligator ___ Turtle ___ Fish ___ Dolphin ___ Seashell ___ Manatee
___ Shark ___ Whale

Any special needs that we should know to better serve your child:

Please provide details of any medical conditions your child may have, including but not limited to strokes, seizures, ASD, ADD, ADHD, allergies, asthma, medications, mobility limitations, sensory needs, prior water-related incidents, or any other pertinent diagnosis or condition. Parent/guardian certifies that the information provided is complete and accurate and agrees to promptly update Native Waters Swim Academy, LLC in writing if any medical, behavioral, developmental, medication, or emergency-contact information changes:

Child #2 Name: _____ Nickname: _____

Date of Birth: _____ Gender (M/F): _____

Shirt size: _____

Pick a favorite:

___ Alligator ___ Turtle ___ Fish ___ Dolphin ___ Seashell ___ Manatee
___ Shark ___ Whale

Any special needs that we should know to better serve your child:

Parent Signature

Date _____

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Please provide details of any medical conditions your child may have, including but not limited to strokes, seizures, ASD, ADD, ADHD, allergies, asthma, medications, mobility limitations, sensory needs, prior water-related incidents, or any other pertinent diagnosis or condition. Parent/guardian certifies that the information provided is complete and accurate and agrees to promptly update Native Waters Swim Academy, LLC in writing if any medical, behavioral, developmental, medication, or emergency-contact information changes.

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Parent/Guardian Information

Parent/Guardian Name: _____

Phone #: _____

E-mail: _____

Address: _____

Occupation: _____

Parent/Guardian Name: _____

Phone #: _____

E-mail: _____

Address: _____

Occupation: _____

How did you hear about Native Waters Swim Academy, LLC:

Scheduling Requests & Preferred Times

Families may submit preferred days and times for lessons at the time of registration. While Native Waters Swim Academy, LLC will make every reasonable effort to accommodate these requests, placement is subject to instructor availability, class ratios, and program scheduling needs.

Submitting preferred times does not guarantee placement. If the requested time is unavailable, the Academy will offer the closest available option. Families will have the opportunity to accept or decline the offered time before enrollment is finalized.

Changes to scheduled times may be requested in writing at any point during the session. Adjustments will be granted based on availability and cannot be guaranteed once the session has begun.

By signing this agreement, families acknowledge that scheduling is based on availability and agree to accept an offered time slot or wait for an opening that aligns with their preferences. Native Waters Swim Academy, LLC may modify schedules, instructors, class format, or lesson location within the facility when reasonably necessary for safety, staffing, Department of Health or pool-compliance requirements, maintenance, weather, or operational needs.

Preferred Times if Available: _____

Parent Signature

Date _____

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Parent/Guardian Participation Authorization, Waiver, Release, Assumption of Risk, and Emergency Medical Consent

I am the parent or legal guardian of the participating minor child(ren), or I otherwise have legal authority to enroll and sign for the participant(s). I give permission for myself and/or my minor child(ren) to participate in aquatic instruction and related activities at Native Waters Swim Academy, LLC. I certify that each participant is in good health and physical condition for swimming lessons, except as disclosed in writing, and is not suffering from any condition that would make participation unsafe without prior written notice to and approval by Native Waters Swim Academy, LLC.

In an emergency, I authorize Native Waters Swim Academy, LLC to secure first aid, CPR, emergency medical services, or transportation for the participant if I cannot be reached, and I accept responsibility for related medical costs.

Media Release Election: ☐ YES, I authorize Native Waters Swim Academy, LLC to photograph or record my child for instructional, informational, social media, website, advertising, and promotional purposes without compensation. ☐ NO, I do not authorize promotional use of my child's image, except that incidental security, safety, or internal training recordings may occur. Families may not photograph or record other minors, instructors, other clients, or lessons without express permission from Native Waters Swim Academy, LLC and the affected parent/guardian. Client recording during lessons is prohibited unless approved by the instructor or during designated graduation activities, and any approved recording must be limited to the family's own child and may not interfere with instruction or safety.

Please read carefully: Aquatic instruction involves inherent and foreseeable risks, including but not limited to slips, falls, collisions, muscle strain, panic, fatigue, ingestion of pool water, exposure to communicable illness or contaminants, adverse reaction to pool chemicals, weather-related interruptions, equipment or facility conditions, and the risk of serious injury, drowning, or death. I voluntarily assume all risks, known and unknown, for myself, my child(ren), and any person accompanying us, whether occurring in the pool, lobby, changing areas, parking lot, or other premises used by Native Waters Swim Academy, LLC.

To the fullest extent permitted by Florida law, I release, waive, discharge, hold harmless, and agree not to sue Native Waters Swim Academy, LLC, its owners, officers, managers, members, employees, instructors, contractors, volunteers, agents, landlords, facility owners, and insurers from claims, demands, losses, damages, costs, and expenses arising out of or related to participation, attendance, observation, premises use, or accompanying a participant, including claims based on ordinary negligence. This release does not waive claims that Florida law does not permit to be waived. I agree to indemnify and reimburse Native Waters Swim Academy, LLC for claims, damages, costs, attorney's fees, or expenses caused by my conduct, my child's conduct, inaccurate or incomplete disclosures, violation of policies, or the conduct of anyone I bring to the premises.

Parent Signature

Date _____

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The release and indemnification above apply to the parent/guardian's own claims. The following statutory notice governs the waiver of the minor child's claims and is limited to the inherent risks of the activity as authorized by Section 744.301, Florida Statutes; nothing in this form is intended to waive the minor child's claims beyond what that statute permits.

PARENTAL WAIVER OF MINOR'S CLAIMS (FLORIDA STATUTE § 744.301). The following statutory notice applies to the inherent risks of aquatic instruction and must be read carefully:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF NATIVE WATERS SWIM ACADEMY, LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM NATIVE WATERS SWIM ACADEMY, LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND NATIVE WATERS SWIM ACADEMY, LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

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Swim Development Program Expectations and Payment Policy

Session Rate: \$40 per session and is billed at the beginning of each month. Tuition reserves the child's recurring lesson time and instructor availability; it is not prorated except where this policy expressly provides a credit or non-charge.

Initial Deposit: \$90-\$210 due no later than your child's first scheduled lesson. The deposit is non-refundable once enrollment is confirmed and includes:

- **Pre-paid first week:** \$40-\$160; dependent on how many lessons are scheduled per week
- **Registration fee per child:** \$50.00

What Your Weekly Tuition Includes

- A guaranteed lesson time reserved specifically for your child
- Individualized instruction tailored to your swimmer's goals
- Progress tracking and skill development week by week
- Access to our warm-water teaching environment
- Certified instructors trained in child-centered swim development
- Safety-focused curriculum designed for confidence and comfort
- Flexible scheduling options, including the ability to pause with notice
- Priority access to future sessions and maintenance programs

Our Commitment-Based 6-Week Program

Our swim development lessons are designed to build technique layer by layer. Consistency is one of the biggest factors in your child's progress, confidence, and safety in the water. We encourage families to stay committed throughout the training process, so your swimmer gains strong, efficient skills in the front crawl, elementary backstroke, breaststroke, and sidestroke.

Withdrawal, Cancellation, Credits, and No-Refund Policy

We understand that schedules change. If you need to withdraw before the 6 weeks are completed, **written notice by email or text at least 2 weeks before the desired final lesson date is required.** This allows us to offer your child's spot to another family.

You will only be responsible for tuition, fees, and lessons that fall within that 2-week notice period — **not the entire remaining balance.** All registration fees, deposits, paid tuition, missed lessons, no-shows, and unused credits are non-refundable; any credits issued are account credits only, are not cash refunds, are non-transferable unless approved in writing, and may expire if unused within 90 days or upon account closure.

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Roll-to-Float Program Expectations and Payment Policy Cont.

If Your Child Needs a Short Break

Life happens — and sometimes swimmers need a pause. You may request a short break from lessons in writing. If approved, we will hold your spot for up to two weeks, and you will not be charged for lessons during that approved break. Unapproved absences, late notice, and no-shows remain subject to the missed-lesson and no-refund policies.

Our Promise to You

Our goal is to make scheduling easy, communication clear, and your child's progress steady and confident. If you ever need help adjusting your schedule or understanding your options, we're here to support you every step of the way.

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Discounted Rates

10% Sibling Discount

We love supporting families with more than one little swimmer. When you enroll two or more children in our programs at the same time, you'll receive a 10% discounted rate for each additional sibling.

Example:

- Child 1: \$40/session for swim development lessons
- Additional siblings: \$36/session for the same survival swim program

This makes it easier for families to keep all their swimmers progressing together — and ensures every child gets the same strong, consistent foundation in the water.

20% Foster & Adoptive Parent Discount

We are honored to support families who open their homes and hearts to children through foster care or adoption. As a thank-you, we offer a **20% discount** on weekly tuition for foster and adoptive parents.

Example:

- Standard rate: \$40/session
- Foster/Adoptive Parent rate: **\$32/session** (20% off)

This discount applies with proof of foster or adoptive status and can be combined with our sibling discount for families enrolling multiple swimmers.

25% First Responder Discount

We proudly support the heroes who serve and protect our community. As a thank-you to all first responders — including law enforcement, firefighters, EMTs, and paramedics — we offer a 25% discount on weekly tuition.

Example:

- Standard rate: \$40/session
- First Responder rate: \$30/session (25% off)

This discount applies to the enrolled child of any active first responder and can be combined with our sibling discount for families with multiple swimmers.

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Swim Lessons — Binding Agreement

By enrolling in the Swim Development Program at Native Waters Swim Academy, LLC, the enrollee/parent or guardian acknowledges, understands, and agrees to the following terms:

1. Program Structure and Commitment

Our Swim Development Program does not have a specified length due to some students attending lessons once a week and some students attending four days a week. The goal of this program is for continuous skill-building using a curriculum designed to develop strong, safe, and consistent water habits. Because each week builds on the last, **consistent attendance is essential** for your child's success.

2. Rates and Billing:

Lesson Rate:: \$40/lesson

Initial Deposit: \$90-\$210 Due no later than your child's first scheduled lesson. Deposit includes:

- **Pre-paid first week:** \$40-\$160
- **Registration fee:** \$50

Billing Structure and Recurring Payment Authorization:

- Monthly billing applies. By enrolling and providing a payment method, parent/guardian authorizes Native Waters Swim Academy, LLC and its payment processor to charge the card or account on file, on a recurring basis, for all amounts owed under this policy-including tuition, deposits, fees, products, cleaning-fee reimbursements, cancellation fees, and late or returned-payment charges-until written withdrawal is effective and all balances are paid.
- Failed, disputed, reversed, or declined payments must be cured promptly; Native Waters Swim Academy, LLC may suspend lessons, release the reserved time slot, refuse future enrollment, and send unpaid balances to collections.
- Parent/guardian agrees to reimburse reasonable collection costs, returned-payment charges, chargeback fees, and attorney's fees where permitted by law.

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Swim Lessons — Binding Agreement Cont.

3. Discounts and Special Rates

- **10% Multiple Sibling Discount** Additional siblings enrolled in survival swim lessons are billed at \$36/lesson.
- **20% Foster & Adoptive Parent Discount** With proof of foster or adoptive status. Discounted rate: \$32/lesson
- **25% First Responder Discount** For active law enforcement, firefighters, EMTs, and paramedics. Discounted rate: \$30/lesson.

4. Withdrawal and Cancellation Policy

- If you need to withdraw, a **2-week written notice** is required. You are responsible only for lessons, tuition, fees, and other account charges that fall within the notice period.

If withdrawal occurs without a 2-week notice, a \$200 cancellation fee will apply as a reasonable administrative and scheduling charge for the reserved instructional time and difficulty of filling the spot on short notice.

5. Breaks & Missed Lessons

If your child needs a short break, we will hold your spot for up to two weeks only if the break is requested in writing by email or text and approved by Native Waters Swim Academy, LLC. You will not be charged during an approved break. Unapproved absences, late notice, and no-shows remain billable under the missed-lesson policy.

6. Acknowledgment & Agreement

By enrolling in the Swim Development Program, the enrollee/parent or guardian confirms that they:

- Understand the structure and expectations of the program
- Agree to all payment terms, billing procedures, and discount policies
- Acknowledge the withdrawal and cancellation requirements
- Accept responsibility for maintaining consistent attendance
- Agree to all terms outlined in this binding agreement

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Missed Lessons and Attendance Policy

At Native Waters Swim Academy, LLC, each lesson time is reserved specifically for your child. To keep our program safe, consistent, and fair for all families, we follow the attendance guidelines below.

If Your Child Cannot Attend a Scheduled Lesson

We understand that life happens — schedules change, kids get sick, and unexpected events come up. To help families while still maintaining fairness in our schedule, you can expect the following:

Holding Your Spot for a Scheduled Absence

If you know your child will miss a lesson and you provide at least 1 week's written notice, we will hold your time slot and charge half the lesson rate for each of the missed lessons.

This ensures your child's spot remains reserved, and your instructor's schedule stays consistent.

If Notice Is Not Given

If less than 1 week's notice is provided, the full weekly rate will be charged, as the time slot cannot be offered to another family.

Make-up Lessons

Make-ups are offered **only when available, are not guaranteed, have no cash value**, and availability is limited due to the structure of our lessons. Missed lessons, late arrivals, no-shows, illness absences, holidays, weather interruptions, and facility closures do not extend the program unless Native Waters Swim Academy, LLC expressly approves an account credit or make-up in writing.

We want to ensure your child learns safely and effectively, so an extension of their 15-minute swim session for the purpose of making up a missed lesson will not be provided. Young swimmers learn best in short, consistent, focused sessions, and extended time in the water can lead to fatigue, reduced retention, and frustration. For this reason, make-ups will only be offered in a standard 15-minute length and only when openings allow.

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No-Show Policy

If you cannot attend your scheduled lesson, please notify us as soon as possible.

- A missed lesson without communication before the scheduled start time is considered a no-show and is fully billable.
- After two no-shows, your child's lessons may be canceled, the time slot may be offered to another family, and any unpaid balance will remain due.
- No refunds will be issued for no-show lessons.

This helps us maintain fairness for families waiting for openings.

Illness and Wellness Policy

For the safety of all swimmers and instructors, do not bring a child to lessons if the child has a fever, vomiting, diarrhea, contagious illness, open or draining wounds, unexplained rash, lice, pink eye, significant cough, difficulty breathing, or any condition that may endanger the child, other swimmers, instructors, or pool sanitation. Your child must be fever-free, vomit-free, diarrhea-free, and symptom-free for at least 24 hours without medication before returning to lessons, or longer if required by a healthcare provider or public-health guidance.

Instructors may refuse entry, end a lesson, or request a doctor's note if symptoms raise concern. Parent/guardian agrees to notify Native Waters Swim Academy, LLC promptly of any contagious illness, new medical restriction, medication change, injury, behavioral concern, or condition affecting safe participation, and understands that sick-child exclusions are safety measures and do not create an automatic refund.

Holiday Schedule:

Native Waters Swim Academy, LLC observes the following holidays:

- President's Day
- Memorial Day
- 4th of July
- Labor Day
- Veteran's Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- Day After Christmas
- New Year's Eve
- New Year's Day

If your child's lesson falls on one of these holidays, you will not be charged for that lesson unless a separate written session package states otherwise.

We remain open for all other holidays, and those days are included in your regular weekly/monthly tuition for both roll-to-float swim and maintenance programs.

Parent Signature

Date_____

12 | Page

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Instructor or Facility Cancellation

If an instructor or the facility must cancel your scheduled lesson for staffing, maintenance, safety, water quality, Department of Health or pool-compliance requirements, emergency, or other operational reasons, you will not be charged for that canceled lesson or you will receive an account credit if already charged. We will always notify you as soon as possible and work to minimize any disruption to your child's progress.

Inclement weather:

Florida weather can change quickly, and while our indoor facility is fully grounded and safe to operate in the rain, certain conditions may require us to pause lessons for everyone's safety.

If lessons are canceled once in a week due to weather:

It will be considered a **missed lesson**, and no credit will be issued.

This helps us maintain consistent tuition while still protecting your child's safety.

If lessons are canceled more than once in the same week due to weather:

We will apply a **50% daily credit** on the following week's invoice **for any family who has already prepaid for lessons**.

This ensures fairness without compromising the stability of our program.

We will always do our best to notify families as early as possible, though rapid weather changes may limit advance warning.

Biohazard-Related Cancellations (Fecal, Vomit, or Bodily-Fluid Incidents)

At Native Waters Swim Academy, LLC, your child's safety is our highest priority. Because we operate a small, specialized teaching pool, any fecal, vomit, blood, bodily-fluid, or other contamination event requires immediate action to protect all swimmers and instructors and to comply with applicable Florida Department of Health, pool-safety, water-quality, and sanitation requirements.

If Lessons Are Canceled Due to a Biohazard Incident

Families whose lessons are canceled due to a biohazard will be **offered a make-up day/time if available**. Make-ups are limited due to our lesson structure, but we will do our best to accommodate you.

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Poop Incidents & Swim Diaper Requirements

To keep our pool safe and operational, all swimmers who are not fully potty-trained must follow our **proper swim diaper, hygiene, and bathroom requirements. Children must use the restroom before lessons, arrive clean, and not enter the pool with diarrhea, active stomach illness, or soiled garments.**

This includes:

- A **disposable swim diaper**, and
- A **snug-fitting reusable swim diaper** over it (double-layer protection)

If a child enters the pool without the required swim diaper setup, if the parent/guardian fails to disclose illness or toileting concerns, or if a preventable fecal or contamination incident occurs:

- The parent/guardian will be responsible for reimbursing Native Waters Swim Academy, LLC for reasonable emergency pool cleaning, sanitation, chemical balancing, water testing, staff time, and related closure costs;
- Those amounts are intended as reimbursement or, where exact damages are difficult to determine, reasonable liquidated damages and not a penalty;
- The parent/guardian will also be responsible for tuition credits, lost lesson revenue, or other reasonable costs for lessons canceled due to the closure, to the extent caused by the preventable incident.

This ensures that families who follow the rules are not financially impacted by preventable closures.

Vomit and Other Unavoidable Incidents

We understand that vomiting can happen unexpectedly, especially with young children. However, vomit in the pool is still considered a biohazard and requires immediate shutdown.

If lessons are canceled due to a vomit incident:

- A **75% credit** will be applied to the affected family's next invoice.

This reduced credit helps maintain the functionality of the program while acknowledging that vomit is often unavoidable.

Why the Pool Must Close After a Biohazard

Per applicable health department, pool-safety, and water-quality requirements and Native Waters Swim Academy, LLC safety protocols, the pool may need to be **immediately closed** after any biohazard exposure and remain closed for the required treatment, testing, and safety period, which may include the remainder of the day. This allows us to:

- Perform a full sanitation treatment
- Ensure chemical levels return to safe ranges
- Protect your child from both biological contaminants and elevated chemical levels during cleanup.

This process is essential for maintaining a safe learning environment.

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Swim Diaper, Hygiene, and Contamination Prevention Requirement

All children who are not fully potty-trained — or who have been potty-trained for less than 6 months — **must wear both a disposable AND a reusable swim diaper** at every lesson. Parent/guardian is responsible for checking fit before each lesson and immediately notifying staff of any accident, illness, or concern before the child enters or re-enters the pool.

- Reusable swim diapers are available for purchase at **\$15.00** (sizes vary; please check availability).
- Disposable swim diapers are available for **\$3.00** each.
- Reusable diapers must have **snug elastic at the waist and legs**.
- Brands like **Finis** or **iPlay** are strongly recommended.
- Swim diapers with **button-style legs only** are not permitted, as they do not properly contain waste.

Please remember: if a child has an accident in the pool without the required swim diapers or in violation of the hygiene policy, the parent/guardian will be responsible for the emergency pool cleaning fee as well as the tuition for any lessons canceled for other students, as reimbursement or reasonable liquidated damages where exact losses are difficult to calculate.

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Parking

Native Waters Swim Academy, LLC is located in a shared strip-mall parking lot, so space can be limited. To help ensure everyone has a place to park:

- Please **arrive no more than 5 minutes before** your scheduled lesson.
- If the spaces in front of our units are full, additional parking is available at the **end of the building**.
- After your lesson, please **dry off and change within 10 minutes** so the next family can park and enter on time.
- For everyone's safety, please **drive slowly** in the parking lot.

We appreciate your help in keeping parking smooth, safe, and accessible for all families.

Safety, Supervision, Premises, Conduct, and Right to Refuse Service

Parents/guardians are responsible for closely supervising siblings, guests, and any children not actively in lessons at all times, including in the lobby, changing areas, sidewalks, and parking lot. Children may not roam the facility unsupervised, enter the pool area without permission, run, climb on benches or chairs, touch equipment, distract instructors, or interfere with another child's lesson. Parent/guardian is responsible for the conduct, safety, and property of all persons they bring to the premises. Disruptive, unsafe, aggressive, threatening, harassing, discriminatory, intoxicated, abusive, or noncompliant behavior from either adults or children may result in being asked to leave the facility, suspension or termination of lessons, refusal of future service, and forfeiture of the reserved time slot without refund except where required by law.

Please help keep our lobby clean by disposing of trash and food properly.

Food, glass, alcohol, smoking/vaping, weapons, pets other than service animals, and unsafe items are not permitted in pool or lesson areas. Native Waters Swim Academy, LLC may close, restrict, or modify access to any portion of the facility to comply with safety rules, capacity limits, facility-owner requirements, Department of Health or pool-compliance requirements, maintenance, weather, emergency conditions, or staff direction.

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Credit Card Authorization Form

Please complete all fields. You may cancel this authorization prospectively at any time by contacting us in writing, but cancellation does not affect charges already incurred, amounts owed during any required notice period, or other outstanding balances. This authorization will remain in effect until it is cancelled in writing and all account balances are paid.

Credit Card Information

Card Type: ☐ MasterCard ☐ VISA ☐ Discover ☐ AMEX ☐ Other Card

Number: _____

Cardholder Name (as shown on card): _____

CVV/CVC: _____

Expiration Date: _____

Cardholder ZIP Code (from credit card billing address):

I, _____, authorize Native Waters Swim Academy, LLC and its third-party payment processor to charge my credit card or payment method on file for agreed-upon services and all amounts owed under the registration form and policy sheet, including recurring weekly tuition, deposits, registration fees, products, swim diapers, cancellation fees, cleaning-fee reimbursements or liquidated damages, late or returned-payment charges, chargeback fees, and other approved account charges. I understand that payment information may be saved securely by the payment processor or business systems for future transactions on my account, that Native Waters Swim Academy, LLC will use reasonable administrative safeguards for payment data, and that I should not send full card numbers by unsecured email or text.

I acknowledge the payment policy and understand there are **NO REFUNDS except where expressly required by law or expressly approved in writing by Native Waters Swim Academy, LLC. Approved credits are account credits only and have no cash value.**

MasterCard/Visa/Discover/AMEX accepted. Checks payable to: Native Waters Swim Academy, LLC

Customer Signature: _____

Date: _____

Parent Signature

Date _____

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Miscellaneous Legal Terms

Florida Law; Venue; Enforcement; Policy Amendments. This registration form and policy sheet is governed by Florida law, without regard to conflict-of-law rules. To the fullest extent permitted by law, any lawsuit or court proceeding arising out of or relating to enrollment, lessons, payment, premises use, or this policy must be brought in the state courts located in St. Lucie County, Florida, or the federal court with jurisdiction over St. Lucie County, Florida. The prevailing party in an action to collect unpaid amounts or enforce payment obligations may recover reasonable attorney's fees, court costs, collection costs, and expenses where permitted by law.

Severability; Entire Agreement; No Oral Modification. If any provision is found invalid or unenforceable, the remaining provisions will remain in full force to the maximum extent permitted by law, and the invalid provision will be limited or reformed only as necessary to make it enforceable. This form, together with any written enrollment confirmation, invoice, posted safety rule, or written policy incorporated by Native Waters Swim Academy, LLC, is the entire agreement regarding enrollment and participation and supersedes prior oral discussions on those subjects. No oral statement changes these terms; any waiver or modification must be in writing by Native Waters Swim Academy, LLC, except that Native Waters Swim Academy, LLC may prospectively amend operational policies, prices, schedules, safety rules, or facility procedures with reasonable notice.

Force Majeure. Native Waters Swim Academy, LLC is not liable for any failure or delay in providing lessons or services caused by events beyond its reasonable control, including but not limited to acts of God, severe weather, hurricanes, flooding, fire, pandemic or epidemic, public-health emergencies, government or facility-owner orders or closures, utility or power failures, water-supply or pool-equipment failures, loss of premises, or labor shortages. In such events, Native Waters Swim Academy, LLC may suspend, reschedule, or terminate affected lessons, and no refund is owed except where expressly required by law or expressly provided in this policy. Where a specific credit, no-charge, or make-up provision in this policy applies to a particular event (including the instructor/facility cancellation, inclement-weather, and biohazard provisions), that specific provision controls over this general Force Majeure clause.

Limitation of Liability. To the fullest extent permitted by Florida law, and without limiting the waiver and release above, the total liability of Native Waters Swim Academy, LLC and its owners, members, employees, instructors, and agents for any claim arising out of or relating to enrollment, lessons, or premises use shall not exceed the total amount of fees actually paid by the parent/guardian to Native Waters Swim Academy, LLC in the three (3) months preceding the event giving rise to the claim. In no event shall Native Waters Swim Academy, LLC be liable for any indirect, incidental, consequential, special, or punitive damages.

No Waiver; Assignment; Survival. The failure of Native Waters Swim Academy, LLC to enforce any provision or to exercise any right on any occasion is not a waiver of that provision or right and does not prevent later enforcement. Parent/guardian may not assign or transfer any rights or obligations under this form without prior written consent; Native Waters Swim Academy, LLC may assign this form to a successor or affiliate, including in connection with a sale or transfer of the business. The waiver, release, assumption of risk, indemnification, limitation of liability, force majeure, media election, payment authorization, and Florida legal terms survive completion, termination, withdrawal, or cancellation of enrollment.

NativeWatersSwimAcademy

2755SWBuckhartSt., PortSt. Lucie FL34953
(772)626-9291NativeWatersSwimAcademy@gmail.com

Notices. Any written notice required under this form (including withdrawal, break requests, and absence notice) must be sent to Native Waters Swim Academy, LLC by email or text message to the contact information designated by the Academy: email nativewatersswimacademy@gmail.com and/or text 772-626-9291. Notice is deemed received on the next business day after it is sent, and any required notice period (including the 1-week and 2-week notice requirements) is measured from the date the notice is deemed received. Native Waters Swim Academy, LLC may provide notices to the parent/guardian using the email address, phone number, or address on file.

Electronic Signature; Counterparts; Acknowledgment. Signatures, initials, checkbox elections, electronic acknowledgments, online forms, scanned copies, and counterparts are intended to be binding to the same extent as original signatures. By signing, submitting, or electronically acknowledging this form, parent/guardian confirms they have read, understand, and agree to the policies, waiver/release, assumption of risk, emergency medical consent, payment authorization, media election, and Florida legal terms above on behalf of themselves, the enrolled minor child(ren), and all accompanying family members or guests.