

Learn to Swim Program Agreement

MIND & MOTION PLLC

Kaleigh Lewis, MSOT, OTRL

Owner, Occupational Therapist, Swim Instructor

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PROGRAM OVERVIEW

Mind & Motion PLLC's Learn to Swim Program is a structured, skill-based program led by a CPR-certified, licensed occupational therapist. It emphasizes water safety, confidence, and foundational swimming skills in a supportive, individualized setting. The program is considered a nontraditional occupational therapy service within the broader scope of occupational therapy practice.

While based on occupational therapy principles and delivered by a licensed OT, the program is not medical, does not target a specific diagnosis, and is not covered by insurance or provided under a physician's plan of care. It is recreational and educational, aimed at supporting motor learning, sensory regulation, and water safety.

This program may enhance other therapeutic services but is not a substitute for medically necessary or traditional occupational therapy.

INFORMED CONSENT

I give permission for my child to participate in the Learn to Swim Program offered by Mind & Motion PLLC.

I understand that while the program may incorporate therapeutic techniques consistent with occupational therapy, it is recreational and educational in nature. It is not part of a medical treatment plan, does not qualify as skilled therapy, and does not replace medically necessary occupational therapy services.

I acknowledge that swimming and being around water involve inherent risks. I understand that I can ask questions at any time and will receive clear, complete answers.

I agree that a parent or legal guardian must remain on-site for the full duration of each lesson.

SWIM INSTRUCTION PROCEDURES

Lessons take place at Delta College, where safety is a top priority. Each session is supervised by both a certified lifeguard and a licensed occupational therapist.

Arrival & Check-In

- Check in at the front desk and inform staff you are attending lessons with Kaleigh Lewis.
- Complete any required waivers.
- There is no fee for pool access during your child's scheduled lesson time.

Siblings

- Siblings are welcome to use the pool during your child's lesson; however, they must be actively supervised at all times. Please ensure they do not disrupt the lesson and that their behavior supports a safe environment for all.
- A daily pool pass must be purchased for each child unless you have a Delta College membership.

Contamination Policy

- In the event of a contamination incident (e.g., feces or vomit), Delta College may temporarily close the pool.

- Missed time due to such closures will be prorated or rescheduled.

Parent Responsibilities

- Provide appropriate swimwear and swim diapers if your child is not fully potty trained.
- Bring your own towel (Delta does not provide them).
- Ensure your child follows all posted pool rules, including walking on the pool deck.

Additional Notes

- Only individuals 14 and older may use the hot tub.
- The water slide is restricted to those meeting the height requirement.
- If your child has behavioral safety concerns (e.g., aggression, elopement), you may be required to accompany them in the pool.
- Parents/guardians may briefly enter the pool before or after the lesson to assist with preparation or skill practice (limited access only).

Instructional Approach

This program does not use Infant Swimming Resource (ISR) techniques. Lessons are guided by evidence-based practices from occupational therapy, child development, and psychology. Flotation devices and/or goggles may be used at the therapist's discretion to support safety, comfort, or skill development.

LIABILITY WAIVER AND RELEASE AGREEMENT

At Mind & Motion PLLC, your child's safety is the top priority. Every swim lesson is closely supervised by your swim instructor (licensed occupational therapist), and a certified lifeguard is on duty at all times during instruction.

Even with strong safety protocols in place, I understand that swim lessons involve certain inherent risks, including but not limited to injury, illness, drowning, or death. I voluntarily accept and assume full responsibility for any harm, injury, loss, or damage that may occur to my child or their property during or as a result of participation in Mind & Motion's Learn to Swim Program.

By signing this document, I waive, release, and hold harmless Mind & Motion PLLC, Kaleigh Lewis, Delta College, and all staff, instructors, lifeguards, agents, and affiliates from any and all liability, claims, demands, or legal actions of any kind, whether arising from negligence or otherwise.

I understand that a separate Delta College waiver must be signed before my child may participate. I agree to arrive at least 10 minutes early to the first lesson to complete this, if it is not already on file.

This waiver is binding upon me, my child, and our heirs, legal representatives, and assigns.

EMERGENCY MEDICAL RELEASE

In the event that medical attention is required while on campus, I authorize Mind & Motion PLLC and/or Delta College staff to administer first aid and to seek emergency medical care for my child as deemed necessary.

I understand and agree that Mind & Motion PLLC and Delta College, as well as their staff and affiliates, are not liable for any injuries sustained during participation.

I assume full financial responsibility for any and all expenses incurred in connection with such emergency care, including transportation and medical services.

PRIVACY, CONFIDENTIALITY & COMMUNICATION

Mind & Motion PLLC complies with all HIPAA regulations. Your personal and health information is kept private and confidential and will only be used for:

- Scheduling and administrative tasks
- Payment and billing

- Communication
- Documentation through our HIPAA-compliant electronic medical record system (SimplePractice)

You have the right to request how your information is shared and to obtain a copy of your records upon written request. Your information will never be sold or shared with third parties without your written consent, unless required by law.

By signing this document, I consent to receive emails, text messages, and phone calls from Mind & Motion PLLC using the contact information I have provided.

PRACTICE POLICIES

Appointments & Cancellations

Mind & Motion PLLC understands that emergencies and illness happen. Cancellations are reviewed individually, but to ensure fairness and consistency:

- Please arrive at least 5 minutes early; lesson fees will not be adjusted for late arrivals.
- Provide at least 24 hours' notice for cancellations.
- Cancellations with less than 24 hours' notice may be charged the full lesson fee.
- For prepaid packages, a late cancellation will count as one used session. If excused, one session may be added to the end of your package.
- Frequent absences may affect your child's continued participation.

Payment Policies

- Cash or check payments are due at the time of the lesson.
 - Card payments must be made by 11:00 p.m. on the day of the lesson.
 - Package payments are due at the first scheduled lesson.
 - Mind & Motion PLLC is a private-pay practice and does not accept insurance.
 - Returned checks will incur a \$25 fee.
 - Invoices are emailed as PDFs after each lesson and marked "PAID" when complete.
 - If a third party is covering payment on your behalf and fails to make timely or consistent payments, you, as the child's parent or legal guardian, agree to assume full financial responsibility.
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CREDIT CARD AUTHORIZATION

By signing this agreement, I authorize Mind & Motion PLLC to charge my credit card on file via Stripe (through SimplePractice) for services provided.

- A 3.15% + \$0.30 processing fee applies (currently waived).
 - Charges will appear as "Mind & Motion."
 - This authorization remains valid until revoked in writing.
 - I authorize charges for no-shows or late cancellations and agree not to dispute these if they follow the terms of this agreement.
 - I understand credit card transactions may be linked to Protected Health Information (PHI).
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SOCIAL MEDIA POLICY

To protect confidentiality and maintain professional boundaries, Kaleigh Lewis does not accept friend or connection requests from current clients on personal social media.

You are welcome to follow Mind & Motion PLLC's public business profiles for educational content, updates, and to leave reviews. Please avoid sharing private or identifying information in public forums.

Reviews and testimonials help improve the program and guide others in their decisions. You are encouraged to share your experience on appropriate review platforms.

TERMINATION POLICY

Program participation may be discontinued at any time following a discussion between the instructor and the parent or guardian.

Reasons for termination may include, but are not limited to:

- Excessive absences or frequent cancellations
- Non-payment or inactive payment method
- Ongoing safety concerns
- Inappropriate or disrespectful behavior and/or communication

All terminations will be confirmed in writing. If a prepaid lesson package was purchased, a prorated refund will be issued for any unused sessions.

SIGNATURE & ACKNOWLEDGMENT

By signing below, I confirm that I have read, understood, and agree to all items outlined in this document. I understand this serves as a binding agreement for my child's participation in the Learn to Swim Program provided by Kaleigh Lewis through Mind & Motion PLLC.