

Learn to Swim Program Agreement

MIND & MOTION PLLC

Kaleigh Lewis, MSOT, OTRL

Owner, Swim Instructor/Coach, Occupational Therapist

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PROGRAM OVERVIEW

Mind & Motion PLLC's Learn to Swim Program is a recreational, educational swim instruction program focused on water safety, confidence, and foundational swimming skills in a supportive, individualized environment.

Although led by a licensed occupational therapist, the instructor is acting solely in the role of a swim instructor/coach during all lessons—not as an occupational therapist.

This program does not constitute occupational therapy services, and participation does not establish a therapist-client or patient-provider relationship.

The program does not include evaluation, assessment, diagnosis, treatment planning, or therapeutic intervention for any medical, developmental, or behavioral condition. It is not a substitute for medically necessary therapy services.

Any strategies used during instruction are for general skill development, motor learning, and water safety only, and are not therapeutic in nature.

INFORMED CONSENT

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

I understand that this program is recreational and educational in nature and is not occupational therapy.

I understand and agree that the instructor, although a licensed occupational therapist, is not providing occupational therapy services during swim lessons and is acting exclusively as a swim instructor/coach.

I acknowledge that my child is not receiving healthcare services, and no therapeutic or clinical relationship is being established.

I understand that participation in this program 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.

NO THERAPEUTIC RELATIONSHIP

Participation in the Learn to Swim Program is entirely separate from any occupational therapy services that may be offered by Mind & Motion PLLC.

Enrollment in this program does not establish eligibility for therapy services and does not influence clinical decision-making in any therapy context.

If occupational therapy services are desired, a separate evaluation, consent process, and agreement are required.

The instructor does not provide medical advice, therapy recommendations, or clinical opinions during swim lessons. Any concerns regarding a child's medical, developmental, or therapeutic needs should be discussed with your child's pediatrician.

SWIM INSTRUCTION PROCEDURES

Lessons take place at Delta College, where safety is a top priority. Each session is supervised by a certified lifeguard, and instruction is provided by a swim instructor.

Arrival & Check-In

- Check in at the front desk and inform staff you are attending swim lessons with Kaleigh Lewis.
- Complete any required waivers.
- There is NO additional 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.
- A daily pool pass must be purchased unless covered by 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 needed.
- Bring your own towel (Delta does not provide them).
- Ensure your child follows all posted pool rules.

Additional Notes

- Only individuals 14+ may use the hot tub.
- The water slide is restricted based on height requirements.
- 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 and/or after lessons for assistance only, please limit to 15 minutes.

Instructional Approach

This program does not use Infant Swimming Resource (ISR) techniques. Instruction is guided by evidence-based practices from child development, motor learning, and water safety education.

Flotation devices and/or goggles may be used at the instructor's discretion to support safety, comfort, and skill development.

LIABILITY WAIVER AND RELEASE AGREEMENT

At Mind & Motion PLLC, your child's safety is a top priority. All services provided are non-medical, recreational swim instruction, and the instructor is not acting in a healthcare provider capacity.

Even with strong safety protocols in place, I understand that swim lessons involve 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 the 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, to the fullest extent permitted by law.

I understand that a separate Delta College waiver must be signed prior to participation.

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, I authorize Mind & Motion PLLC and/or Delta College staff to administer first aid and seek emergency medical care.

I understand that services provided are non-medical in nature, and I assume full financial responsibility for any emergency care, including transportation and treatment.

PRIVACY, CONFIDENTIALITY & COMMUNICATION

Mind & Motion PLLC maintains high standards for protecting personal information.

The Learn to Swim Program is **not a healthcare service**, and no medical or therapy records are created as part of participation.

Information collected is used solely for:

- Scheduling and administrative purposes
- Payment and billing
- Communication

By signing this document, I consent to receive emails, text messages, and phone calls from Mind & Motion PLLC.

PRACTICE POLICIES

Appointments & Cancellations

- Arrive at least 5 minutes early; lesson fees will not be adjusted for late arrivals.
- Provide at least 24 hours' notice for cancellations.
- Late cancellations may be charged the full fee.
- For prepaid packages, late cancellations may count as used sessions.
- Frequent absences may impact continued participation.

Payment Policies

- Cash or check due at time of lesson.
 - Card payments due by 11:00 p.m. same day.
 - Package payments due at first session.
 - Private-pay only; no insurance accepted.
 - Returned checks incur a \$25 fee.
 - Parent/guardian assumes financial responsibility if third-party payment fails.
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CREDIT CARD AUTHORIZATION

I authorize Mind & Motion PLLC to charge my card on file via Stripe (through SimplePractice).

- Processing fee: 3.15% + \$0.30 (currently waived)
 - Charges appear as "Mind & Motion"
 - Authorization remains until revoked in writing
 - I authorize charges for late cancellations/no-shows
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SOCIAL MEDIA POLICY

To maintain professional boundaries, Kaleigh Lewis does not accept personal social media requests from active clients or their families.

You may follow Mind & Motion PLLC's public business profiles for updates and educational content.

TERMINATION POLICY

Program participation may be discontinued at any time following discussion.

Reasons 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

Unused prepaid sessions will be prorated and refunded.

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 Mind & Motion PLLC.