

Anasia Swim Payment Policy & Terms and Conditions

1. Payment Terms: Payment is due as outlined in your Service Contract(s). Failure to pay by or on the due date listed on your service contract(s) will result in a hold in services until payment is received and may be subject to paying a portion or the full amount regardless of services being provided. *Payment is due at least 24 hours before service is provided*, payment date will be listed in your service contract. Service contracts are final, there are no opportunities to cancel or refund.

Individual Lessons & Group Lessons: Payment due 24 hours before each lesson date.

Packages: Payment due in full, 24 hours before first lesson date or 24 hours before each scheduled payment plan pay-date.

2. Payment Plan Policy: Payment plans only apply to the swim lesson package option, not for individual lessons or group lessons. Payment plans are valid for packages worth \$500 or more. Please note, only one package per individual, you may not combine two packages to equal \$500 or more to qualify for a payment plan. The client must pay each equal payment on or before the date outlined in the service contract; as outlined in the Service/Product Provisions (3), or services will be voided until payment is made. Payment Plan Options: 2 Equal Payments | 3 Equal Payments | 4 Equal Payments

3. Service/Product Provision: The goods/services outlined in the Service Contract, will be provided only after confirmation of payment as outlined in the Service Contract. If payment is not received, services will be voided until the payment is made. All discrepancies in the service contract must be communicated by the client before the first lesson date.

4. Cancellation & Rescheduling Policy/Amendments to Service Contract: All swim lesson cancellations must be made 24 hours in advance to reschedule with no penalty. If a client fails to communicate 24 hours in advance, the client is subject to paying full price of service for that day and payment will be due 24 hours before services continue. Any amendments to the service contract will be fixed and you will be given a copy of the updated service contract. This amendment policy states you will continue to agree to the Anasia Swim Payment Policy & Terms and Conditions and pay on or before the due date as listed in your amended service contract(s).

5. Refund & Cash Payment Policy: Once payment is received and service is complete, there are no opportunities for a refund; all sales are final. For cash payments, payment is due once I arrive at the swim location prior to services being delivered. Failure to do so will result in a hold in services and paying full price for that day and payment will be due before services continue.

6. Weather/Emergencies: Swim lessons are held rain or shine. However, if the weather is severe or poses a safety risk such as thunder or lightning, we will exit the water for at least 30 minutes to resume our lesson. Depending on the swim lesson duration, we may reschedule for another day or add remaining time to future lessons at no extra charge or penalty.

6. Acceptable Payment Methods:

Cash: All cash payments must be paid in exact change.

Venmo: All venmo transactions must be payable to @anasiaswim referencing the contract number listed in the top left corner of the client's service contract and the line item number in the itemized bill section when making their payment.

Check: All check payments must be made out to Anasia Swim referencing the contract number listed in the top left corner of the client's service contract and the line item number in the itemized bill section when making their payment.

Contact Information:

For billing inquiries, please contact Anasia Cuevas at anasiaswim@gmail.com or 760-613-1846.

These terms and conditions constitute the entire agreement between Anasia Swim and the client regarding payment for goods or services provided. Anasia Swim holds the right to take legal action if any of the terms and conditions are breached.



Anasia Swim

Liability Waiver

I, the Participant or Parent/Guardian, desire to take part in Swim Lessons conducted at our home/community or agreed to the swimming pool(s) location. I am aware that engaging in these activities carries inherent risks, including the potential for physical harm, loss of life, or damage to property. I acknowledge and consent that I/my child have/has chosen to participate willingly, understanding the associated risks. I confirm that neither I nor my child have any known physical or medical conditions that would impede our ability to take part.

In exchange for the privilege of participating in the aforementioned activities, I hereby release Anasia Cuevas CEO of Anasia Swim, along with all of their employees, volunteers, officers, and representatives ("Releasees"), from any and all claims concerning personal injury, death, or property damage that may arise due to or in connection with my/my child's involvement in these activities. This release of liability shall not apply in situations where such harm is the direct result of intentional misconduct or severe negligence on the part of the Releasees.

I acknowledge that photographs or images of myself/my child may be taken during the activity. I provide Anasia Cuevas, CEO of Anasia Swim, along with their agents and affiliates, permission to utilize my/my child's name, photographs, or any other documentation of our participation in this activity in any form of social media, or other reports related to the activity for promotional purposes, without any compensation.

Payment Policy & Terms & Conditions:

Parent/Guardian/Self:

- ☐ I agree and understand I will need to resign and agree to the Payment Policy, Terms and Conditions, and Liability waiver if more than 3 months has passed since the last service was received.
- ☐ I agree to and understand the Payment Policy & Terms and Conditions in its entirety and was given a digital copy to review.
- ☐ I understand and agree to the due dates and amounts as outlined in all of my service contract(s), and agree to pay before or on the due date with my chosen method of payment.

Print Name (Self): _____ Signature: _____ Date: _____

Parent/Guardian (Under 18) *If applicable* : _____ Signature: _____ Date: _____

Name of Participant (Under 18) *If applicable* : _____ Age: _____

Liability Waiver:

If participant is over 18yrs of age:

I hereby consent to my participation in the activity and understand and agree to all terms and conditions in this liability waiver.

- ☐ I understand and agree to the Liability Waiver in its entirety and was given a digital copy to review.

Print Name (Self): _____ Signature: _____ Date: _____

If participant is under 18yrs of age: Question #1

As the minor's parent/guardian, I hereby consent to his/her participation in the activity and understand and agree to all terms and conditions in this liability waiver.

- ☐ I understand and agree to the Liability Waiver in its entirety and was given a digital copy to review, on behalf of the participant listed below. .

Parent/Guardian Name (Print): _____ Signature: _____ Date: _____

Participants Name (Print): _____ Participants Age: _____



Anasia Swim