

**Mrs. Carp's School for Fishies**  
**Swim Lesson Agreement**

This Swim Lesson Agreement (hereinafter, the Agreement) is made and entered on \_\_\_\_\_, by Mrs. Carp's School for Fishies at 3203 Breton Dr. Denton, TX 76210 and \_\_\_\_\_ parent of \_\_\_\_\_ (hereinafter, the client). Instructor and the Client are sometimes collectively referred to in this Agreement as the Parties.

The parties hereby agree to the following terms and conditions:

**1. GENERAL TERMS**

Client acknowledges that s/he agrees to the services of the instructor provided by Mrs. Carp's School for Fishies.

Instructor will design a tailored Lesson plan for the Client's child that reflects American Red Cross Standards, the client's objectives, abilities, and experience.

Training programs shall have various Lessons. Each session will last 30 minutes (hereinafter Lessons).

**2. ATTACHMENT**

Client has read and executed the Full Disclosure of Physical Conditions/Informed Consent and Assumption of Risk, and Release of Liability form, which is attached hereto and incorporated into this agreement as if fully set forth herein.

**3. LESSON PACKAGES AND PAYMENTS**

Lesson Packages chosen by the client shall consist of 5 Lessons. The Client agrees to pay the Instructor in full due prior to the commencement of the first Lesson.

Any Lesson not used within 35 days of the Effective Date for any Training Package shall be forfeited. The Client shall not be entitled to a refund of the cost for any Lessons not used within 35 days, unless approved by the Instructor.

The Client will be charged for the cancelled appointment unless the Client notifies Kelly Carpenter or Mrs. Carp's School for Fishies of cancellation at least 24 hours prior to the scheduled time for non-medical reasons. If there is a medical reason to include, diarrhea, vomiting, fever, client or recent contact with someone diagnosed with COVID-19, it will be up to the instructor's discretion to reschedule the session for a later date. If the client is more than 5 minutes late for the scheduled Lesson, the lost time will be forfeited and charged for that Lesson as if the Client had been present.

The Instructor has the right to cancel at least 24 hours prior to the scheduled time for any non-medical or weather related reasons. If there is a medical reason or weather related reason, the Instructor will contact the Client to reschedule the missed Lesson within the 35 days of the purchased Lesson.

Should the Client purchase additional Lessons, both the Client and the Instructor agree that this Agreement shall remain in full force and effect, and continue to govern the rights of liabilities of the Parties, except as to the amount payable per such additional Lessons, if different from the amount stated above, or unless the Parties execute a new Agreement.

**4. WAIVER AND INDEMNITY**

The Client agrees to indemnify Mrs. Carp's Swim School for Fishies for any injuries, illnesses or expenses from the Clients participation, especially if the Client has neglected to disclose a known medical condition or similar information that might affect the Clients ability to participate in the Swim Lessons.

**5. TERMINATION OF AGREEMENT**

In the event the Client terminates this Agreement, the Instructor shall retain all payments made for all unused Swim Lessons. In the event the Instructor terminates this Agreement, the Instructor shall refund to the Client all payments made for unused portions of the Lessons.

**6. ENTIRE AGREEMENT**

This Agreement (including the Full Disclosure of Physical Conditions/Informed Consent and Assumption of Risk and Release of Liability) constitutes the entire agreement of the Parties, and supersedes any and all previous understanding, agreements, arrangements, or discussions, written or oral, between the Parties relating hereto. There are no collateral agreements, representations, or guaranties, oral or otherwise unless attached hereto and signed by both Parties.

**7. WARRANTIES**

There are no warranties either express or implied in this Agreement that are not expressly contained in this agreement.

**8. APPLICABLE BY LAW**

This Agreement shall be governed by the laws of the State of Texas.

**9. SIGNATORIES**

This Agreement shall be signed on behalf of Mrs. Carp's School for Fishies by Kelly Carpenter and by the Client, \_\_\_\_\_ on behalf of the child/children \_\_\_\_\_. This Agreement is effective as of the date first written above.

INSTRUCTOR:

By: \_\_\_\_\_  
Mrs. Carp's School for Fishies

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

CLIENT:

By:  
Printed Name: \_\_\_\_\_

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

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

**Full Disclosure of Physical Conditions / Informed Consent and Assumption of Risk and  
Release of Liability**

This Full Disclosure of Physical Conditions Informed Consent and Assumption of Risk, and Release of Liability is executed on \_\_\_\_\_, and is a material part of, and is incorporated by reference into the Swimming Lesson Agreement executed by the Client.

1. The Client certifies that their child is physically sound and suffering from no condition, impairment, disease, infirmity or illness that would prevent the Child/Children participation in the Child/Children Activities under this Agreement, except that hereinafter stated.

CHILD	KNOWN CONDITION(S)

By: \_\_\_\_\_ (sign)

2. THE CLIENT CERTIFIES THAT THE CLIENT HAS GIVEN FULL AND COMPLETE DISCLCURE OF ALL PHYSICAL CONDITIONS, IMPAIRMENTS, DISEASES, INFIRMITIES OR ILLNESSES THAT MIGHT AFFECT OR PREVENT THE CLIENT’S CHILD/CHILDREN PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT. THE CLIENT REPRESENTS THAT THEY HAVE NO CONGENITAL, PHYSICAL, OR MENTAL HEALTH PROBLEMS, NO UNDERLYING CARDIOVASCULAR, NEUROLOGICAL, OR ANY ILLNESS OR CONDTION WHICH MIGHT AFFECT OR PREVENT THE CLIENTS PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT.

BY:

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### Informed Consent and Assumption of the Risk

1. The Client enters into this Agreement with full knowledge of all the risks and benefits associated with the Activities under this Agreement. The Client certifies that the client is of a legal age and the legal parent or guardian of their child/children \_\_\_\_\_ to enter into Agreement, and is not mentally incapacitated. The Client certifies that they enter this Agreement without duress, undue influence, and for valuable consideration.
2. WARNING: THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN SWIMMING POOL ACTIVITIES. FOR EXAMPLE: DROWNING, SPINAL INJURY, AND IN SOME CASES, DEATH.
3. In return for Mrs. Carp's School for Fishies allowing me to voluntarily utilize its swimming pool amenity, I agree:
4. TO ASSUME AND ACCEPT ALL RISKS arising out or associated with, or related to my use of the swimming pool amenities, even though such risks may have been caused by the negligence of Mrs. Carp's School for Fishies;
5. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY which I, my family members, my guests, or my minor child(ren)/wards(s) may sustain while using the swimming pool amenities, even though such injury, loss, or damage may have been caused by the negligence of Mrs. Carp's School for Fishies;
6. TO INDEMNIFY AND HOLD HARMLESS Mrs. Carp's School for Fishies, it, its officials, directors, agents, employees, volunteers, and representatives from any and all claims, demands, actions, and costs which might arise out of my use of Mrs. Carp's School for Fishies' swimming pool amenities, even though such claims, demands, actions, and costs may have been caused by negligence of Mrs. Carp's School for Fishies.
7. I understand and agree that this agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action for damages, costs or attorney fees that I may have or have had, whether past, present, or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my use of the swimming pool amenity.
8. I understand and agree that this Agreement applies to personal injury, property damage, or wrongful death which I, my family members, or my guests may suffer, even if caused by the negligent acts or omissions of others.
9. I understand that there is NO LIFEGUARD ON DUTY DURING OPEN SWIM, and that children must be accompanied by an adult at all times.
10. I understand in the event of accident or injury, when parent, legal guardian or emergency contact are not available, I give my permission to Mrs. Carp's School for Fishies to procure medical attention.
11. I acknowledge that I have read this Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to utilizing the swimming pool amenities. Knowing this and in consideration of being permitted to use the swimming pool, I HEREBY VOLUNTARILY RELEASE THE MRS. CARP'S SCHOOL FOR FISHIES FROM ANY AND ALL LIABILITY RESULTING FROM OR ARISING OUT OF MY USE OF THE SWIMMING POOL AMENITIES.
12. I understand and agree that I am releasing not only Mrs. Carp's School for Fishies, but also the officials, directors, agents, employees, volunteers, and representatives of that entity.
13. I ACKNOWLEDGE THIS AGREEMENT IS BINDING UPON ME as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. By selecting "I Agree" voluntarily, I am agreeing to abide by these terms.

\_\_\_\_\_ (Initial) I AGREE

BY:

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_