

GENERAL TERMS AND CONDITIONS

123 Swim ABC LLC

Effective date: 1st day of March 2025

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

1. **Saying Yes to the Rules**
Enrolling at 123 Swim ABC Swim School means saying "yes" to these rules.
2. **Enrollment and Registering**
 - Everyone must complete an (online) form before starting lessons.
 - If you are under 18, your parent or guardian must sign the form.
 - Enrollment depends on available space and is only confirmed once you have paid.
 - New student enrollments will incur an annual membership fee upon joining. This fee is valid for one year and will be renewed annually if you remain an active customer.
 - All subscriptions are non-transferable and non-refundable.
3. **Paying**
 - You need to pay in full when you enroll.
 - You can pay with Visa, Mastercard, American Express, or debit cards.
 - So that you know, our prices might change.
4. **Cancellation Policy**
 - To cancel your enrollment, please submit your request through our Mobile App or the form available on the Legal page of our website.
 - Once we receive your cancellation request, your enrollment will remain active for 30 days.
 - No further fees will be incurred after these 30 days.
5. **Class Schedules and Changes**
 - ABC Swim School can change class times, cancel classes if not enough people sign up, and switch out instructors if needed.
 - Students arriving after the lesson's start time cannot join the class; no makeup class or refund will be provided. We encourage arriving 5 minutes early to ensure full participation in the lesson.
6. **Canceling a Lesson**
 - If you need to cancel a lesson, use our mobile app. Please ensure to cancel at least 36 hours before your lesson is due to start. This allows us to open the slot for another student to schedule a makeup lesson.
 - You can makeup six on-time canceled lessons per year if there's space; they must be taken within 48 hours of scheduling the makeup and cannot be changed.
 - Makeups will not be given for adult or special ability lessons; other (semi-)private lessons makeups will take place in private lessons for a \$10 fee, or for free in group classes.

7. Safety and Behavior

- Everyone must follow safety rules and listen to the instructors.
- 123 Swim ABC can remove anyone from a class if they're being disruptive or unsafe.
- Parents/guardians are responsible for their kids before and after lessons.

8. Emergency Medical Treatment Consent

If a medical emergency involving a participant occurs, the participant, parent(s), or guardian(s) give consent to 123 Swim ABC and its representatives. This consent empowers them to engage any legally licensed physician or healthcare facility on behalf of the participant or their parent(s) or guardian(s) and to oversee and command emergency medical treatment for the participant(s). It is mutually agreed that 123 Swim ABC and its representatives will not be held accountable for executing this authority during an emergency.

9. Health and Medical Stuff

- Parents/guardians must tell 123 Swim ABC about medical conditions or special needs before signing up.
- 123 Swim ABC and instructors must be promptly notified of any health changes that could impact lesson participation, including new diagnoses, medication changes, injuries, and other health-related issues.
- 123 Swim ABC may deny participation if a student's health poses a risk to themselves or others. This decision will be made at the discretion of 123 Swim ABC and its instructors based on information provided by the student, parent/guardian, or healthcare provider.
- If you're sick, please don't come to lessons to avoid spreading germs.
- Kids need to be up to date on all vaccinations.

10. Bad Weather and Facility Problems

- If there's bad weather or problems with the pool, we'll schedule a makeup class. This could happen if the pool must close because of equipment issues or if severe weather forces schools and government offices to close.
- 123 Swim ABC will try to let students know about cancellations.

11. Communication Methods

We believe in keeping the lines of communication open. That's why we'll share important information with students and parents through our mobile application and email.

12. Liability Waiver

123 Swim ABC LLC and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities, and expenses, including legal fees from your participation in our swim programs or use of our facilities. Except where prohibited by law, by participating in our swim programs or using our facilities, you indemnify and hold harmless 123 Swim ABC LLC and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities, and expenses including legal fees arising out of your participation in our programs or use of our facilities, or your violation of these Terms and Conditions.

13. Photo and Video Release

123 Swim ABC sometimes takes photos and videos during lessons. These might be used for things like ads and other promotional activities. You're saying we can use these images or videos by participating in our lessons.

14. Privacy Policy

Any personal information we collect will only be used for 123 Swim ABC operations and will not be shared with anyone unless you give your permission.

15. Changes to the Rules

- 123 Swim ABC can change these rules at any time. You can always ask for the most current rules.
- Each location may have additional rules specific to that particular site. Check the page for each location on our website for details.

16. Dispute Resolution

- If there's a disagreement or complaint, we encourage you to contact us first to attempt to resolve the issue informally. If we can't fix this through informal discussion, you and 123 Swim ABC LLC agree to the following process:
 - Submit the issue before a non-binding mediator.
 - If mediation fails, the issue will be submitted to an arbitrator.
 - The decision of the arbitrator will be final and binding.
 - Any mediator or arbitrator must be a neutral party acceptable to you and 123 Swim ABC LLC.
- Notwithstanding the above, you and 123 Swim ABC LLC retain the right to bring an action in small claims court and an action for injunctive relief or intellectual property infringement. This dispute resolution process shall survive the termination of this agreement.

17. Governing Law

These rules are under the laws of the state of Florida.

Contact Details

Please get in touch with us if you have any questions or concerns. Our contact details are as follows:

phone: (321) 677-2177

email: contact@123swimabc.com

mail: 123 Swim ABC LLC, 505 Odyssey Way #211, Merritt Island, FL 32953