



## Year Round Swim Lessons Registration Form

### Account Holder (Parent Information)

First / Last Name: (Print) \_\_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email (Print) : \_\_\_\_\_

### 1. Student Information

First / Last Name: (Print) \_\_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Level: \_\_\_\_\_ Time:1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_  
 Start Date: \_\_\_\_\_  Group \$37  Semi-Private \$53 / \$67  Private \$99 / \$125  
 Current pay: \_\_\_\_\_ Annual Reg Fee: \_\_\_\_\_ Sub \$

### 2. Student Information

First / Last Name: (Print) \_\_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Level: \_\_\_\_\_ Time:1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_  
 Start Date: \_\_\_\_\_  Group \$37  Semi-Private \$53 / \$67  Private \$99 / \$125  
 Current pay: \_\_\_\_\_ Annual Reg Fee: \_\_\_\_\_ Sub \$

Total Amount Paid \$

Any MEDICAL CONDITIONS/CONCERNS you would like to share with us, please list the details below:

How did you hear about Milpitas Star Aquatics?

Referral     Returning     Internet     Yelp     Groupon     Facebook     Other

Referred by (Student's Name) : \_\_\_\_\_  
 More information: \_\_\_\_\_

Transaction #

# SWIM LESSONS POLICIES / TERMS & CONDITIONS

## Enrollment and Fees

Students are automatically re-enrolled into the following month for the same class if a cancellation request is not received before the month's deadline (see below). Students that enroll into any class already in progress must sign up for all classes remaining in that session. Fees for the session in progress will be prorated by number of classes remaining for the session. **The \$40 ANNUAL Registration Fee is per student and not pro-rated & NON-Refundable.** A valid credit card must be linked to your account at all times.

**AUTHORITY TO MAKE RECURRING CHARGES.** I hereby authorize Milpitas Star Aquatics Group ("MSTA") to charge the credit card, specified below, on a monthly for fees associated with swim lessons provided, including, if necessary, adjustments for any changes to my account. I agree that the periodic charge will be applied to my credit card according to my MSTA account billing cycle, and in order to cancel the recurring billing process, I am required to comply with the MSTA's Withdrawals/Cancellations procedures provided below. I certify that I am an authorized user of the credit card and will not dispute these scheduled transactions with my credit card company; so long as the transactions correspond to the terms indicated in this authorization form. I understand that MSTA will not mail me any invoices or bills. I agree that if I have any problems or questions regarding my account or any services provided by MSTA, I will contact MSTA for assistance. I also agree that I will not dispute any charges with my credit card company without first making a good faith effort to remedy the situation directly with MSTA. I guarantee and warrant that I am the legal cardholder for this credit card and that I am legally authorized to enter into this recurring credit card billing agreement with MSTA.

Card Holder Name (Print)

\*\*Credit card #: \_\_\_\_\_ exp \_\_\_\_\_ CVV \_\_\_\_\_

## Withdrawals / Cancellations

All tuition or registration fees paid for the current month are **NON-REFUNDABLE**. You can file a class withdrawal request at any time. Any request to withdraw from the swim lessons and cease the automatic monthly charges must be in writing and submitted in person at the MSTA swim facility and to MSTA staff. Please make sure to keep a copy of cancellation request for your records. All withdrawal requests received on or **before the 25th day of the current month** shall terminate swim lessons and stop automatic monthly charges as of the last day of the current month. All withdrawal/cancellation requests received after the 25th day of the current month shall terminate swim lessons and end automatic monthly charges as of the last day of the **FOLLOWING** month. **Accounts and class participation may be cancelled if a monthly payment is not received by the first day of said month.** Requests to withdraw submitted by phone, fax, mail and/or verbally shall not be considered as a request to withdraw for purposes of withdrawing from the swim lessons and the cease the automatic monthly charges.

\_\_\_\_\_  
Signature

I hereby represent that I have read and fully under the withdrawal and cancellations policies of MSTA as stated herein and agree to abide by their terms. I authorize MSTA to charge my credit card pursuant to the policy stated herein and will pay all charges due pursuant to the policy stated herein regarding withdrawing from swim lessons, including, but not limited to, **the 25th day deadline stated above.**

\_\_\_\_\_  
Signature

**Missed Classes :** For **Group / Private & Semi Private lessons**, there will be free swim practice (no instructors) offered for missed classes. You will be issued a FREE SWIM Coupon for the missed class. **Swimmers under the age of 10 or below Stingray Level** must have **an adult** accompanying the student for their free swim practice. **This Free Swim Coupon is valid for 90 days (3-months) from the date of missed class.**

\_\_\_\_\_  
Signature

**Private/Semi Private Lesson Missed Classes :** For medical reasons of **Private/Semi-Private student(s)** - Parents MUST notify Milpitas Star Aquatics and **submit the Doctor's Note within 7 days** if your kid is injury or sick, a Group Lesson makeup class to be given per the Official Doctor's Note submission, you are entitled to have a **ONE make-up class in GROUP LESSON** of the same level based on the schedule and space availability.

\_\_\_\_\_  
Signature

**Scheduling :** Milpitas Star Aquatics will make all efforts to schedule swimmers for preferred times. Swimmers might be enrolled in inappropriate levels or promoted from one level to the next. MSTA will make all efforts to reschedule swimmers for appropriate levels for the same times **but does not guarantee it.** **Once you change your schedule, it will be a PERMANENT CHANGE.** Furthermore, Milpitas Star Aquatics will have an assigned instructor for each class but cannot be assured that it will be the same instructor for every class due to potential unforeseen circumstances.

**Family Credit :** Family credit can be concerned and it will be used for your swimming classes within one year. After one year, the credit will be invalid. If you withdraw or cancel registered classes due to sickness, the family credit will NOT be given, and the credit can ONLY be used for future classes within one year.

**Media Release :** I authorize MSTA to use photos or videos taken of my child, and to allow my child to be identified in them, for the purposes of promoting MSTA but not limited to: MSTA website and newsletter and local newspapers and television.

By signing this, I confirmed that I have read, understood, and agreed to the policies and Holiday Closures set forth above by Milpitas Star Aquatics. The policies at Milpitas Star Aquatics are subject to change at MSTA's discretion without notice.

Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Front Desk Personnel: \_\_\_\_\_

# Milpitas Star Aquatics & Fitness Waiver & Release of Liability Form

**PLEASE READ THIS WAIVER AND RELEASE OF LIABILITY (“RELEASE”) CAREFULLY BEFORE YOU SIGN IT. BY SIGNING THIS RELEASE YOU WILL BE WAIVING LEGAL RIGHTS.**

1. DEFINITIONS.

- a. “MSTA” shall mean Milpitas Star Aquatics Group, a California corporation, and doing business as Milpitas Star Aquatics & Fitness.
- b. “Facilities” shall mean the swimming facilities located at 1818 Clear Lake Ave, Milpitas, CA 95035 which are operated by MST A.
- c. “Services” shall mean all the services offered by MST A at the Facilities, including, but not limited to, public use of the Facilities, swim lessons at the Facilities, and any other related activities at Facilities.

2. ACKNOWLEDGEMENT OF RISK: I, ON MY BEHALF, AND/OR ON BEHALF OF THE MINOR CHILDREN IDENTIFIED IN THIS APPLICATION (THE “MINOR(S)”), ACKNOWLEDGE THAT I AM AWARE OF THE INHERENT RISKS IN USING THE FACILITIES AND IN PARTICIPATING IN THE SERVICES OFFERED BY MST A. I UNDERSTAND THAT IN ADDITION TO THE INHERENT RISKS, THERE ARE UNPREDICTABLE DANGERS IN THE USE OF THE FACILITIES OR WITH PARTICIPATING IN THE SERVICES. I, AND/OR THE MINORS, ARE VOLUNTARILY USING THE FACILITIES PARTICIPATING IN THE SERVICES WITH KNOWLEDGE OF THE POSSIBLE DANGERS INVOLVED AND I HEREBY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY TO ME AND/OR THE MINOR(S) AND RISKS OF PROPERTY DAMAGE AND I AGREE TO ASSUME MY OWN AND/OR MY MINOR(S)’ MEDICAL EXPENSES OF EVERY KIND IN THE EVENT OF INJURY TO THE MAXIMUM EXTENT PERMITTED BY LAW IN ANY APPLICABLE JURISDICTION. I CERTIFY THAT THE MINOR(S) HAVE MY PERMISSION TO USE THE FACILITIES AND PARTICIPATE IN THE SERVICES, IS/ARE IN GOOD PHYSICAL CONDITION AND THAT THE MST A OFFICIALS HAVE MY PERMISSION TO AUTHORIZE EMERGENCY TREATMENT IF NECESSARY.

3. WAIVER AND RELEASE. As consideration for being permitted by MST A to use the Facilities and Participate in the Services, I hereby agree that neither I nor the Minor(s) or any of our respective assignees, heirs, distributees, guardians, or legal representatives will make a claim against, sue, or attach the property of MST A or any of its partners, members, affiliates, directors, officers, representatives, employees, contractors or agents (collectively, the “Releases”) for any liability, injury, loss or damage connected in any way with the use of the Facilities or participation in Services. I hereby release and hold harmless each of the Releases from all actions, claims, or demands that I or the Minor(s) or any of our respective assignees, heirs, distributees, guardians, or legal representatives now have or may hereafter have for any liability, injury, loss or damage resulting from use of the Facilities or participation in Services.

4. INDEMNIFICATION. I agree to indemnify the Releases, and each of them, from any and all losses, liabilities, claims, demands, damages or judgments resulting from my and the Minor(s)’ use of the Facilities or participation in Services.

5. PUBLICITY. I authorize MST A to photograph, video tape or use any other mechanical means of recording or reproducing images and to use my likeness and, if applicable, the likeness of the Minor(s). I also acknowledge and hereby grant to MST A the worldwide and perpetual right and authority to use, reproduce, distribute, broadcast or otherwise transmit, publish and display in whole or in part, my name, photograph, or any other likeness and/or biographical information I may provide and, if applicable, the Minor(s) name, photograph or other likeness or other biographical information provided, and any statement I have made or may make concerning MST A, the Facilities and/or Services in any and all media now known or hereafter invented, in perpetuity, for the purpose of trade, promotion and/or otherwise without notification, compensation or additional consideration, except where prohibited by law.



I acknowledge and agree that this authorization is intended to satisfy all the consent requirements of California Civil Code sections 3344 and 3344.1, and I hereby waive and all claims that I may have or hereafter have against the Releases under those statutes or any other statutes or common law principles of similar effect.

6. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

BEING AWARE OF SAID CODE SECTION, I HEREBY EXPRESSLY WAIVE ANY RIGHTS I MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT

7. APPLICABLE LAW; CONSENT TO JURISDICTION. I agree that exclusive jurisdiction for any dispute with the Releases resides in the courts of the State of California and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving the Releases.

8. SEVERABILITY. I further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any provision of this Agreement shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

9. ATTORNEY'S FEES. I agree that if I commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the claims released hereunder, or in any way assert against the Releases any of the claims released hereunder, then I will pay to the Releases, in addition to any other damages caused to the Releases thereby, all attorneys' fees incurred by the Releases in defending or otherwise responding to said action, proceeding, and/or claims.

10. INTEGRATION. This Release represents the entire agreement between the parties, and supersedes and replaces all prior oral or written understandings with regard to the subject matter of this Release. No provision of this Release may be waived or amended except by a written instrument executed by the party to be charged. All terms used in this Release and not defined are used in accordance with their normal meanings.

I UNDERSTAND THAT BY SIGNING THIS WAIVER & RELEASE, I AM GIVING UP MY LEGAL RIGHT TO SUE THE RELEASEES AND/OR TO SEEK COMPENSATION FROM THE RELEASEES FOR ANY INJURIES AND/OR DAMAGES THAT I MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES WITH REGARD TO MY USE OF THE FACILITIES, PARTICIPATION IN THE SERVICES, AND/OR ANY RISKS ASSUMED BY ME HEREUNDER.

Parent's Name (Print Name)	Parent's Signature	Date