



Group Swim Lesson Agreement

1. The participant/parent or legal guardian understands that this contract is between participant/parent or legal guardian and The Works and not one specific swim instructor. Should a specific swim instructor become unavailable, for any reason, the contract is still binding, and another swim instructor will be provided.
2. The participant/parent or legal guardian agrees to pay all amounts in this contract regardless of whether the participant uses all the group swim sessions. The participant will pay for a package of six, 30-minute lessons for a Total Cost of \$_____.
3. The participant/parent or legal guardian acknowledges that it is their responsibility to attend weekly group swim sessions during the term of this contract. Unless otherwise provided herein, this contract expires at the end of the scheduled 6-week sessions.
4. The participant/parent or legal guardian understands should the swim instructor need to cancel the group swim class the day of due to weather or illness, the works would add another group swim class to the participant/parent or legal guardian's session or give a discount on the next 6-week lesson series purchased.
5. The participant/parent or legal guardian acknowledges that they will be engaging in strenuous, physical exercise while participating in group swim lessons. Exercise without consulting a physician could cause serious injury to the participant and the participant represents that they have consulted with a physician about their wellbeing and the risks associated with exercise and in particular, with the strenuous physical exercise associated with this group swim lesson program. The participant/parent or legal guardian voluntarily assumes the risks of the activities associated with this group swim lesson program and hereby waives and releases any and all claims that they may have against The Works and Wentworth-Douglass Hospital, its employees or agents for injury sustained by the participant as a result of the physical exercises and activities associated with this swimming program.
6. Should a participant's scheduled payment be returned or rejected (debit, credit or checking) The Works may assess the participant a \$25.00 service charge fee.
7. Should the participant become unable to complete the group swim lesson due to medical issues or move to a residence 15 miles or greater from The Works, the participant/parent or legal guardian may cancel the remainder of the contracted obligations under this agreement by submitting proper documentation concerning his/her change in residence or documentation from their physician. Participant can request a refund by email/standard mail for unused portion of sessions due to medical issues or moving as noted above. A refund will be issued for unused portion of sessions within 30 days of written notice.
8. The participant/parent or legal guardian understands that this contract is non-transferable.
9. Consumers Right to Cancel – The participant/parent or legal guardian may cancel this contract without penalty or further obligation if done so within three (3) business days. Written notice must be presented in person at The Works by the participant/parent or legal guardian who signed the contract. If the contract is rescinded, the club shall refund the participant the amount paid within thirty (30) days after receiving the written cancellation notice.

Participant Name

Participant (if 18+) or Parent/Legal Guardian Signature

Date

The Works Staff Signature

Date