

Terms and Conditions Agreement between User and www.theolympianfortress.com

Welcome to www.theolympianfortress.com. The www.theolympianfortress.com virtual platform (the "Site") is comprised of various web pages operated by The Olympian Fortress Swim Academy, LLC. www.theolympianfortress.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.theolympianfortress.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference. www.theolympianfortress.com is an E-Commerce Site. The purpose of The Olympian Fortress Swim Academy, LLC's virtual platform is to promote and sell services online. Services sold online consist of swimming lessons/training for infants to adults.

Privacy

Your use of www.theolympianfortress.com is subject to The Olympian Fortress Swim Academy, LLC's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.theolympianfortress.com or sending emails to The Olympian Fortress Swim Academy, LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that The Olympian Fortress Swim Academy, LLC is not responsible for third party access to your account that results from theft or misappropriation of your account. The Olympian Fortress Swim Academy, LLC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

The Olympian Fortress Swim Academy, LLC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.theolympianfortress.com only with permission of a parent or guardian.

Cancellation/Refund Policy

Group lessons

The schedule for group lessons is provided to individuals before they register and pay for classes. If an individual is unable to make one of the scheduled dates, **there will be one make-up opportunity** and there will be **no refund for any classes missed**. We guarantee to provide seven (7) of the eight (8) classes during a session.

If the academy closes for an emergency or inclement weather, every effort will be made to reschedule the class time. If the closure falls on the final day of a session, there will be no make-up offered.

Private lessons

It is the responsibility of the client to keep scheduled class times with their instructor. There is a 12-hour cancellation policy that is strictly enforced. If a client does not communicate cancellation with the instructor before the 12-hour cut off time, they forfeit the lesson time and will not be issued a refund. Likewise, if the instructor cancels or fails to show up to a lesson, the client will not be charged for the time. All other schedule changes are left to the discretion of the instructor and the client.

Refunds

Refunds will be provided only in the event of a medical emergency. Credit will be issued towards your The Olympian Fortress Swim Academy, LLC account to be redeemed at a later date. Any other refund situations will be determined based on owner discretion.

Links to Third Party Sites/Third Party Services

www.theolympianfortress.com may contain links to other virtual platforms ("Linked Sites"). The Linked Sites are not under the control of The Olympian Fortress Swim Academy, LLC and The Olympian Fortress Swim Academy, LLC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Olympian Fortress Swim Academy, LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Olympian

Fortress Swim Academy, LLC of the site or any association with its operators.

Certain services made available via www.theolympianfortress.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.theolympianfortress.com domain, you hereby acknowledge and consent that The Olympian Fortress Swim Academy, LLC may share such information and data with any third party with whom The Olympian Fortress Swim Academy, LLC has a contractual relationship to provide the requested product, service or functionality on behalf of www.theolympianfortress.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.theolympianfortress.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to The Olympian Fortress Swim Academy, LLC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of The Olympian Fortress Swim Academy, LLC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. The Olympian Fortress Swim Academy, LLC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of The Olympian Fortress Swim Academy, LLC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of The Olympian Fortress Swim Academy, LLC or our licensors except as expressly authorized by these Terms.

Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive

messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Olympian Fortress Swim Academy, LLC has no obligation to monitor the Communication Services. However, The Olympian Fortress Swim Academy, LLC reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Olympian Fortress Swim Academy, LLC reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. The Olympian Fortress Swim Academy, LLC reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in The Olympian Fortress Swim Academy, LLC's sole discretion. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The Olympian Fortress Swim Academy, LLC does not control or endorse the content, messages or information found in any Communication Service and, therefore, The Olympian Fortress Swim Academy, LLC specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized The Olympian Fortress Swim Academy, LLC spokespersons, and their views do not necessarily reflect those of The Olympian Fortress Swim Academy, LLC. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials. Materials Provided to www.theolympianfortress.com or Posted on Any The Olympian Fortress Swim Academy, LLC Web Page The Olympian Fortress Swim Academy, LLC does not claim ownership of the materials you provide to www.theolympianfortress.com (including feedback and suggestions) or post, upload, input or submit to any The Olympian Fortress Swim Academy,

LLC Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting The Olympian Fortress Swim Academy, LLC, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein.

The Olympian Fortress Swim Academy, LLC is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in The Olympian Fortress Swim Academy, LLC's sole discretion. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

International Users

The Service is controlled, operated and administered by The Olympian Fortress Swim Academy, LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the The Olympian Fortress Swim Academy, LLC Content accessed through www.theolympianfortress.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless The Olympian Fortress Swim Academy, LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Olympian Fortress Swim Academy, LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with The Olympian Fortress Swim Academy, LLC in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved

only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and The Olympian Fortress Swim Academy, LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE OLYMPIAN FORTRESS SWIM ACADEMY, LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. THE OLYMPIAN FORTRESS SWIM ACADEMY, LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE OLYMPIAN FORTRESS SWIM ACADEMY, LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF

MERCHANTABILITY, PHYSICAL ACTIVITY FOR A PARTICULAR PURPOSE,
TITLE AND NON INFRINGEMENT.

Privacy Policy

Protecting your private information is our priority. This Statement of Privacy applies to www.theolympianfortress.com and The Olympian Fortress Swim Academy, LLC and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to The Olympian Fortress Swim Academy, LLC include www.theolympianfortress.com. The Olympian Fortress Swim Academy, LLC virtual platform is an ecommerce site. By using the The Olympian Fortress Swim Academy, LLC virtual platform, you consent to the data practices described in this statement.

Collection of your Personal Information

In order to better provide you with products and services offered on our Site, The Olympian Fortress Swim Academy, LLC may collect personally identifiable information, such as your:

If you purchase The Olympian Fortress Swim Academy, LLC's products and services, we collect billing and credit card information. This information is used to complete the purchase transaction. Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through The Olympian Fortress Swim Academy, LLC's public message boards, this information may be collected and used by others. We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services available on the Site. These may include: (a) registering for an account on our Site; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending us an email message; (e) submitting your credit card or other payment information when ordering and purchasing products and services on our Site. To with, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future. Use of your Personal Information The Olympian Fortress Swim Academy, LLC collects and uses your personal information to operate its virtual platform(s) and deliver the services you have requested. The Olympian Fortress Swim Academy, LLC may also use your personally identifiable information to inform you of other products or services available from The Olympian Fortress Swim Academy, LLC and its affiliates.

Sharing Information with Third Parties

The Olympian Fortress Swim Academy, LLC does not sell, rent or lease its customer lists to third parties.

- First and Last Name
- Mailing Address
- E-mail Address
- Phone Number

The Olympian Fortress Swim Academy, LLC may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to The Olympian Fortress Swim Academy, LLC, and they are required to maintain the confidentiality of your information. The Olympian Fortress Swim Academy, LLC may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on The Olympian Fortress Swim Academy, LLC or the site; (b) protect and defend the rights or property of The Olympian Fortress Swim Academy, LLC; and/or (c) act under exigent circumstances to protect the personal safety of users of The Olympian Fortress Swim Academy, LLC, or the public.

Tracking User Behavior

The Olympian Fortress Swim Academy, LLC may keep track of the virtual platforms and pages our users visit within The Olympian Fortress Swim Academy, LLC, in order to determine what The Olympian Fortress Swim Academy, LLC services are the most popular. This data is used to deliver customized content and advertising within The Olympian Fortress Swim Academy, LLC to customers whose behavior indicates that they are interested in a particular subject area. Automatically Collected Information Information about your computer hardware and software may be automatically collected by The Olympian Fortress Swim Academy, LLC. This information can include: your IP address, browser type, domain names, access times and referring virtual platform addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the The Olympian Fortress Swim Academy, LLC virtual platform.

Use of Cookies The Olympian Fortress Swim Academy, LLC virtual platform may use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize The Olympian Fortress Swim Academy, LLC pages, or register with The Olympian Fortress Swim Academy, LLC site or services, a cookie helps The Olympian Fortress Swim Academy, LLC to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same The Olympian Fortress Swim Academy, LLC virtual platform, the information you previously provided can be retrieved, so you can easily use The Olympian Fortress Swim Academy, LLC features that you customized. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of The Olympian Fortress Swim Academy, LLC services or virtual platforms you visit.

Links

This virtual platform contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Security of your Personal Information

The Olympian Fortress Swim Academy, LLC secures your personal information from unauthorized access, use, or disclosure.

The Olympian Fortress Swim Academy, LLC uses the following methods for this purpose:

When personal information (such as a credit card number) is transmitted to other virtual platforms, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol. We strive to take appropriate security measures to protect against unauthorized access to or alteration of your personal information. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that: (a) there are security and privacy limitations inherent to the Internet which are beyond our control; and (b) security, integrity, and privacy of any and all information and data exchanged between you and us through this Site cannot be guaranteed.

Right to Deletion

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

- SSL Protocol

Delete your personal information from our records; and Direct any service providers to delete your personal information from their records.

Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us; Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity; Debug to identify and repair errors that impair existing intended functionality; Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law; Comply with the California Electronic Communications Privacy Act; Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent; Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us; Comply with an existing legal obligation; or Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Children Under Thirteen

The Olympian Fortress Swim Academy, LLC does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this virtual platform.

E-mail Communications

From time to time, The Olympian Fortress Swim Academy, LLC may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication. If you would like to stop receiving marketing or promotional communications via email from The Olympian Fortress Swim Academy, LLC, you may opt out of such communications by Customers may unsubscribe from emails by "replying STOP".

Changes to this Statement

The Olympian Fortress Swim Academy, LLC reserves the right to change this Privacy Policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our site, and/or by updating any privacy information on this page. Your continued use of the Site and/or Services available through this Site after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by that Policy.

Contact Information

The Olympian Fortress Swim Academy, LLC welcomes your questions or comments regarding this Statement of Privacy. If you believe that The Olympian Fortress Swim Academy, LLC has not adhered to this Statement, please contact The Olympian Fortress Swim Academy, LLC at:

The Olympian Fortress Swim Academy, LLC
Orlando, Florida
Email: coachtaylor@theolympianfortress.com
Telephone number: 407-963-9532

Effective as of March 30,2021

The Olympian Fortress Swim Academy, LLC WAIVER OF LIABILITY RELEASE FORM

Informed consent -Release of Liability ***Please read carefully***

I (name of participant), In consideration of being allowed to participate in the The Olympian Fortress Swim Academy, LLC , via live streaming or any in-person sessions within an indoor or outdoor facility, I do forever waive, release and discharge The Olympian Fortress Swim Academy, LLC , and all others acting on their behalf from any and all claims or liabilities for injuries or damages to my person and/or property, including those caused by negligent acts or omission of any of those mentioned or others acting on their behalf arising out of or connected with my participation in this activity, and I HEREBY AGREE TO SUBMIT ANY AND ALL CLAIMS TO BINDING ARBITRATION IN ORLANDO, FLORIDA AND ABIDE BY THE JUDGMENT OF SEC.44.104 OF THE FLORIDA STATUTES, PROVIDES AUTHORITY FOR VOLUNTARY BINDING ARBITRATION, AS DOES CHAPTER 682 OF THE FLORIDA

STATUTES, ENTITLED 682.02.

I fully understand that I may injure myself as a result of my participation in this activity and forever waive release and DISCHARGE THE OLYMPIAN FORTRESS SWIM ACADEMY LLC , FROM ANY LIABILITY NOW OR IN THE FUTURE including but not limited to muscle or ligament tears, strains, sprains, pulls , broken bones, dislocations, joint problems, shin splints, heat exhaustion, knee, back, hip or foot injuries, as well as the potential for heart attack, PARALYSIS OR DEATH, however caused, occurring during or after my participation in this swimming lesson.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in this activity. I UNDERSTAND THAT A MEDICAL EXAMINATION TO ENSURE MY PHYSICAL FITNESS IS DESIRABLE AND OBTAINING SUCH EXAMINATION IS MY OWN RESPONSIBILITY . I acknowledge that I have had a physical examination and have been given my physician's permission to participate in this activity or I have decided to participate in this activity without the approval of my physician and do assume all responsibility for my participation in this activity.

I FULLY UNDERSTAND THAT I AM FOREVER GIVING UP, IN ADVANCE, ANY RIGHT TO SUE OR MAKE ANY CLAIM AGAINST THE PARTIES I AM RELEASING, IF I SUFFER ANY INJURIES OR DAMAGES, EVEN THOUGH I DO NOT KNOW WHAT OR HOW EXTENSIVE THOSE INJURIES OR DAMAGES MIGHT BE. I AM VOLUNTARILY ASSUMING THE RISK OF THOSE INJURIES OR DAMAGES.

I expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

In signing this release, I acknowledge and represent that I read the foregoing Waiver of Liability Form, understand it and sign it voluntarily as my own free act and deed and am not under any physical or emotional duress to sign. I am at least eighteen (18) years of age or the parent/guardian of a child under the age of 18 and fully competent. In case of emergency, I AGREE TO ALLOW THE ABOVE PARTIES TO CALL FOR EMERGENCY MEDICAL ASSISTANCE AND I AM AWARE THAT I AM FINANCIALLY RESPONSIBLE TO AND FOR THOSE MEDICAL SERVICES.

I FURTHER AGREE TO ASSUME ALL COSTS INVOLVED AND AGREE TO BE FINANCIALLY RESPONSIBLE FOR ANY COSTS INCURRED AS A RESULT OF SUCH TREATMENT. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment, field or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for

any and all costs associated with any such actions of neglect or recklessness. Both participant and The Olympian Fortress Swim Academy, LLC agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted altering or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

The Olympian Fortress Swim Academy, LLC participants under 18 must have the consent of parent or guardian.

Terms and Conditions

Group lessons

The schedule for group lessons is provided to individuals before they register and pay for classes. If an individual is unable to make one of the scheduled dates, **there will be one make-up opportunity** and there will be **no refund for any classes missed**. We guarantee to provide seven (7) of the eight (8) classes during a session.

If the academy closes for an emergency or inclement weather, every effort will be made to reschedule the class time. If the closure falls on the final day of a session, there will be no make-up offered.

Private lessons

It is the responsibility of the client to keep scheduled class times with their instructor. There is a 12-hour cancellation policy that is strictly enforced. If a client does not communicate cancellation with the instructor before the 12-hour cut off time, they forfeit the lesson time and will not be issued a refund. Likewise, if the instructor cancels or fails to show up to a lesson, the client will not be charged for the time. All other schedule changes are left to the discretion of the instructor and the client.

Refunds

Refunds will be provided only in the event of a medical emergency. Credit will be issued towards your The Olympian Fortress Swim Academy, LLC account to be redeemed at a later date. Any other refund situations will be determined based on owner discretion.

Late policy

Instructors will not stay after a scheduled lesson to make up time caused by tardiness. For example, if you have a lesson from 5:00 - 5:30 but you show up at 5:10, you only receive a lesson for the remainder of the scheduled time (20min). Your instructor will not stay and teach until 5:40 to give the full 30 minutes. The same policy applies to group lessons.

Private lessons are cancelled if the client does not show up within the first 15 minutes of the scheduled time.

Swimmers arriving after the first 15 minutes of a group lesson will not be allowed to participate in that class.

****If the instructor cancels or no show the session will be scheduled at a later date.

Registration fee of \$20 has already been added to the cost of the plan.

Location

If your desired location is more than 15 miles from 1972 Lake Heritage Circle, Orlando, FL 32839- you will be sent an invoice for \$1.15 each mile over a 15 mile radius

Essentials

Fruit and Gatorade are required when in training (This is optional for beginners and intermediate levels).

No heavy eating 15- 30 minutes prior to swim lesson

All swimmers need to use the bathroom 10-20 minutes prior to the beginning of the lesson.

Swim diapers are required if the child is not potty trained. The swim diaper must be fitted correctly.

Please provide advance notice if there are signs of an **upset stomach** or it has been within 24 hours of **vomiting or diarrhea**, please inform the instructor and **do not attend your scheduled lessons until cleared.**

Equipment needed

NO SNORKELS OR ANYTHING THAT ENCLOSSES THE NOSE

No swim shoes are needed for any level or sessions.

Basic swimming tools are provided by the instructor for group and private lessons.

Optional items for lessons: towels, goggles, nose clips, towel, fruit, hydration, swim flippers

Last weekend of the month wear favorite swim

If in training, equipment will be **provided by the swimmer**. Please bring to your training sessions:

- Kick board or kick stick for stroke development
- Tyr float buoy (optional until told otherwise)
- Swim glide
- Swim fins (optional)
- Proper swim goggles (Speedo, US Divers, no snorkels)
- Towel
- Fruit
- Hydration

When Arriving at the Facility Address Provided by the Instructor/Coach

Before lessons arrive 10-15 minutes prior to ensure restroom and warm-up time

Park in the area noted in the location instructions that will be provided to you

Parents arrive 10 minutes prior to the end of the lesson- Any late pickups will receive one warning. The 2nd late pickup will incur a **\$10** late fee, and the 3rd late pick-up will incur a late fee charge of **\$20** and **possible dismissal**