

DACA SWIM SCHOOL REGISTRATION FORM

ARE YOU A RETURNING SWIMMER AT DACA SWIM SCHOOL? YES ___ NO ___

Please send To: DACA ~ 1080 S. De Anza Blvd. ~ San Jose, CA ~ 95129

Swimmer's Names:

1) _____ Age: _____ Sex: M F Birthdate: _____
Last First Middle Circle mm/dd/yy

School (if applicable): _____ Grade (if applicable): _____

Previous Swimming Experience: _____

2) _____ Age: _____ Sex: M F Birthdate: _____
Last First Middle Circle mm/dd/yy

School (if applicable): _____ Grade (if applicable): _____

Previous Swimming Experience: _____

3) _____ Age: _____ Sex: M F Birthdate: _____
Last First Middle Circle mm/dd/yy

School (if applicable): _____ Grade (if applicable): _____

Previous Swimming Experience: _____

Family Address: _____
Street City Zip

Parent/Guardian's Name: _____ Phone (Home): _____

Phone (Work): _____ Phone (Cell): _____ E-mail: _____

Parent/Guardian's Name: _____ Phone (Home): _____

Phone (Work): _____ Phone (Cell): _____ E-mail: _____

Please complete and sign the following forms:

_____ DACA Swim School Registration Form

_____ DACA Swim School Policy Agreement

_____ DACA Medical and Emergency Information Form

_____ DACA Waiver and Release of All Liability

_____ DACA Swim School Payment Option Form

DACA Swim School Policy Agreement

All DACA Swim School instructors have successfully completed the DACA Training Program and are certified in CPR and First Aid. DACA Swim School registers students based on day and time, not by instructors. You may request, but you cannot be guaranteed, a specific instructor.

Following the first month, tuition fees will be paid on the first business day of the month as agreed upon in the Payment Option Form.

A Withdrawal Form must be received no later than the 15th of the month in order to avoid being charged for the following month. Forms are available at www.DACA.org.

There are no refunds, credits or make-ups for missed classes unless cancelled by DACA for reasons within its control. There are no refunds or credits for same day cancellations caused by Acts of God, including but not limited to lightning, earthquake and severe weather. In the instance of shutdowns caused by health and safety considerations, such as fecal or vomiting incidents, a credit for the value of the cancelled lesson will be posted to your account and the following month's fee will be reduced accordingly. Fecal and vomiting incidents are a frustration and inconvenience to everyone. Parents/Guardians must take steps to ensure that these incidents are kept to an absolute minimum, including keeping their child out of the water when the child is ill.

We offer four free class transfers per calendar year, per family. For each additional transfer request, a \$25 charge will be incurred. Transfers must be completed not less than 24 hours before the start of the next scheduled class.

In order to maintain an optimal learning environment, it may be necessary to change a student's class assignment and/or instructor. While we do our best to match a student with a class appropriate to his/her level, it may happen that a student is placed in a class that is not an ideal fit. All possible avenues will be exhausted to rectify the situation. Classes that do not meet a minimum of two students **may** be cancelled and rescheduled.

Children who are not yet potty-trained must wear a re-usable swim diaper. These are available for purchase in the office. Plastic training pants or regular diapers are NOT allowed. No regular diapers are allowed under the swim diaper as these become saturated and weigh the child down.

DACA reserves the right to change its policies and procedures at any time without prior notice to ensure quality and service.

Date: _____ **Print Swimmers Name:** _____

Parent/Guardian Signature: _____

DACA MEDICAL EMERGENCY INFORMATION

Medical emergency information is required. Please do not leave any spaces blank. If the Participant does not have insurance or a primary care physician/health care provider, please write "None."

Swimmer's Name: _____
Last *First*

Address: _____
Street *City* *Zip*

Parent/Guardian's Name: _____

Phone (H): _____ **Phone (C):** _____

Parent/Guardian's Name: _____

Phone (H): _____ **Phone (C):** _____

If I cannot be reached, please call:

Name: _____ **Phone (C):** _____

Insurance Carrier: _____

Patient ID No.: _____

Group ID No.: _____

Primary Care Physician/Health Care Provider Information:

Name of Physician/Health Care Provider

Organization

Telephone Number(s)

Is there any additional emergency information you would like us to have? [For example: specify insect, animal or food allergies; etc.]: _____

In an emergency, I consent to having the De Anza Cupertino Aquatics organization provide immediate care to Participant [student or adult swimmer] and/or contact emergency personnel (911) to provide emergency treatment and/or transport to the nearest emergency facility.

By my signature, I authorize any medical provider to give all necessary medical care to Participant [student or adult swimmer]. I agree to assume full responsibility for the costs of any treatment provided.

Date: _____

Printed Name of Parent/Guardian/Adult Swimmer

Signature

DACA WAIVER AND RELEASE OF ALL LIABILITY

I, _____, on behalf of myself and my child, _____, have voluntarily requested to participate in the DeAnza Cupertino Aquatics (“DACA”) swim lessons and/or swim team (hereinafter, “the Activity”). I am aware that attendance or participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that attendance or participation in the Activity could result in personal injuries, including death, and property loss or damage. I voluntarily accept and assume all risk from attending or participating in the Activity.

In consideration of being permitted to participate in the Activity, I agree, on behalf of myself, my spouse, dependents, heirs, personal representatives, and assignees, to hold DACA and its employees, officers, directors, shareholders, insurers, agents, contractors and servants, members and board members, and Pacific Partners (landlord) (collectively referred to as the “Released Parties”) harmless from any and all liability, actions, claims and demands of every kind and nature that may arise out of the Activity to the maximum extent permitted by law. Therefore, I am agreeing not to sue the Released Parties for any personal injury or property damage, even if Released Parties’ negligence contributed to the injury or damage, resulting from my child’s and/or my attendance or participation in the Activity.

I agree to release DACA from all claims, whether known or unknown. Therefore, I specifically waive Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this waiver form are severable and if any one or more provisions are determined to be unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions shall be binding and enforceable.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT RELEASES DACA AND OTHERS FROM ALL LIABILITY RELATED TO MY AND MY CHILD’S ATTENDANCE AND PARTICIPATION IN SWIM LESSONS AND/OR SWIM TEAM.

Name of Participant/Child

Date

Signature of Parent / Legal Guardian

DACA Swim School Payment Option Form

Parent/Guardian's Name: _____ Phone Number: _____

Student(s) Name: _____ Phone Number (alt): _____

Please Select Type of Payment

Automatic Debit Request from Credit/Debit Card

_____ VISA

_____ Master Card

Card #: _____ Expiration Date: _____

Name as it appears on the card: _____

I authorize DACA Swim School to debit my credit card on the first business day of every month for swim lessons.

Payment Details: All payments will be charged on the first business day of each month.

Tuition is due at the time of sign-ups. Children will not be placed on the class schedule until tuition is paid. Tuition will be prorated to the first of the month. Prorated tuition, registration fees and the first full month's tuition are non refundable and are due upon registration. An annual \$20 Registration/Insurance fee will be collected the first time a student enrolls in a calendar year and every January thereafter. This fee is non-refundable.

The Payment Option Form must be completed before the first lesson. We do not offer make-ups, refunds or credits for missed lessons unless there is a pool closure within our control. If there is a pool closure within our control, a credit for the value of the cancelled class will be applied to your account and deducted from your next month's tuition payment.

A \$25 handling charge will be assessed on each declined Automatic Debit transaction. This fee must be paid before the next lesson. If a debit payment is declined, you must make the payment by Cashiers Check or Money Order. If debit payments are declined three times, automatic debit transaction privileges will be cancelled. The fee for a returned check is \$25.

Authorization: I have read and agree to the general and written policies as stated above. I understand that by signing this Form I am entering into an agreement with the DACA Swim School.

Withdrawal Details: *A withdrawal Form must be received no later than the 15th of the month to avoid being charged for the following month. There are no exceptions. Forms are available at www.DACA.org.*

Parent/Guardian Signature: _____