



1. Student first name: \_\_\_\_\_ Last name: \_\_\_\_\_  
Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Level: \_\_\_\_\_

2. Student first name: \_\_\_\_\_ Last name: \_\_\_\_\_  
Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Level: \_\_\_\_\_

Current Due: \_\_\_\_\_ Last Month: \_\_\_\_\_ Registration: \_\_\_\_\_ Total: \_\_\_\_\_

#### ➤ 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 ANNUAL \$25 registration fee is not pro-rated. A valid credit card must be linked to your account at all times. **I agree that the tuition fees will be charged automatically to the credit card written below at the first of each month.** Initial: \_\_\_\_\_

Credit card number: XXXX XXXX XXXX \_\_\_\_\_ exp. \_\_\_\_/\_\_\_\_ Name: \_\_\_\_\_

#### ➤ Withdrawals / Cancellations

You can file a class withdrawal request at any time. Written requests must be completed at the swimming facility. Please make sure to keep a copy of cancellation request for your records. Any tuition or registration fees paid for the current month are **NON-REFUNDABLE**. If the withdrawal request is received before the 25<sup>th</sup> of the current month, then the student will only need to attend the remaining classes of that month and you will not be charged for the following month. **If your request is received AFTER the 25<sup>th</sup>, then you will be charged for the following month and the cancellation will occur at THE END of the following month.** Initial: \_\_\_\_\_

#### ➤ Missed Classes and Make-Up Policy

For Group and Semi Private lessons, there will be a free swim practice (no instructors) offered for missed classes. You will be issued a practice ticket for the missed class. Swimmers under the age of ten or below String Ray must have an adult accompanying the student for their free swim practice. For Private lesson, you are entitled to have a make-up GROUP LESSON of the same level based on the schedule and space availability. All students are eligible to only 1 free swim practice (groups and semis) or lesson (private lessons ONLY) each month. If Milpitas Star Aquatics cancels the class for any unforeseen reasons, refunds will be applied.

Initial: \_\_\_\_\_

#### ➤ 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. Milpitas Star Aquatics will make all efforts to reschedule swimmers for appropriate levels for the same times, but does not guarantee it. Furthermore, Milpitas Star Aquatics will have an assigned instructor for each class but cannot assure that it will be the same instructor for every class due to potential unforeseen circumstances.

#### ➤ Family Credit

Family credit can 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 refunded 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 below you confirm that you have read, understood, and agreed to the policies set forth above by Milpitas Star Aquatics. The policies at Milpitas Star Aquatics are subject to change at MSTA's discretion without notice.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Front Desk Personnel: \_\_\_\_\_ Parent ID: \_\_\_\_\_

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# Milpitas Star Aquatics & Fitness Liability Form

## Release and Waiver of Liability and Indemnity Agreement

**IN CONSIDERATION** of being permitted to utilize the facilities, services and programs of the Milpitas Star Aquatics & Fitness Center (or for children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, the undersigned, for himself or herself and such participating children and any personal representatives, heirs and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the Milpitas Star Aquatics & Fitness Center for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

**IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE MILPITAS STAR AQUATICS & FITNESS CENTER FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:**

**1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE** Milpitas Star Aquatics, its directors, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned or such children and all his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Milpitas Star Aquatics.

**2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the Milpitas Star Aquatics & Fitness Center premises or in any way observing or using any facilities or equipment of the Milpitas Star Aquatics & Fitness Center or participating in any program affiliated with the Milpitas Star Aquatics & Fitness Center whether caused by the negligence of the releases or otherwise.

**3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** to the undersigned or such children due to negligence of releases or otherwise while in, about or upon the premises of the Milpitas Star Aquatics & Fitness Center and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Milpitas Star Aquatics & Fitness Center. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

*Adult Name	*Adult Signature	*Date
*Adult Name	*Adult Signature	*Date