



Privacy Policy

Last updated: October 4, 2015

1. Introduction

This is the Privacy Policy for Swim Partners, LLC, d/b/a Tom Dolan Swim School (the "Swim School"). The Swim School offers individuals and businesses (collectively, "Users") access to various sites, services, applications, and tools (collectively "Services") created and maintained by the Swim School. In the course of providing and administering the Services, the Swim School may collect certain information about Users interacting with the Services, as explained in this Privacy Policy. It is the Swim School's policy to respect your privacy regarding any information it may collect, subject to the provisions of applicable law. By accessing and using the Services, you hereby warrant and represent that you have read, understand, and agreed with all of the terms and conditions stated in this Privacy Policy.

2. Information Collected

Like most website operators, the Swim School collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. The Swim School's purpose in collecting non-personally-identifying information is to better understand how the Swim School's visitors use its website. From time to time, the Swim School may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website.

The Swim School also collects potentially personally-identifying information like Internet Protocol (IP) addresses. The Swim School only discloses IP addresses under the same circumstances that it uses and discloses personally-identifying information as described in this Privacy Policy. IP addresses may also be used for troubleshooting or site improvement purposes.

Certain Users of the Swim School's Services may choose to interact with the Swim School in ways that permit or require the Swim School to collect personally-identifying information. The amount and type of information that the Swim School gathers depends on the nature of the interaction. For example, Users who want to create the Swim School accounts must provide an e-mail address/login ID and password. Those who choose to engage in transactions with the Swim School may be asked to provide other information, including personal and financial information required to process those transactions. In every case, the Swim School only collects information necessary or appropriate based on a User's choices about the interaction the User wants to have with the Swim School. The Swim School does not disclose personally-identifying information other than as described below. Users can



always refuse to supply requested personally-identifying information, though such a refusal may prevent Users from using certain Services.

3. Statistics

The Swim School may collect statistics about Users' behavior. The Swim School may display such aggregate statistics publicly or provide them to others, but will not disclose personally-identifying information other than as described in this Privacy Policy.

4. Use of Personally-Identifying Information

The Swim School discloses potentially personally-identifying and personally-identifying information only to those of its employees and affiliates that (i) need to know that information in order to process it on the Swim School's behalf or to provide the Services, and (ii) have agreed not to disclose the information to others. Some of those employees and affiliates may be located outside of a User's home country. By using the Services, you consent to the transfer of such information in the manner described in this paragraph.

The Swim School will never rent or sell potentially personally-identifying or personally-identifying information to anyone. The Swim School only discloses potentially personally-identifying and personally-identifying information as required by law or when the Swim School believes in good faith that disclosure is reasonably necessary to protect the property or rights of the Swim School, third parties or the general public. If you choose to provide the Swim School with your e-mail address, the Swim School may occasionally send you e-mail messages intended to improve your experience with regard to the Services, or related to your use of the Services.

The Swim School and/or its service providers may use your telephone number as described in the Swim School's **User Agreement**, for these purposes: (i) reasons relating to your account or use of our Services; (ii) as authorized by applicable law; (iii) marketing, promotional, or other reasons that you have either previously consented to or that you may be asked to consent to in the future.

The Swim School takes its Users' privacy very seriously, and takes reasonable steps to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

5. Cookies

"Cookies" are strings of information that websites store on a visitor's computer; the computer then provides this information back to the website each time the visitor returns. The Swim School uses cookies to help the Swim School identify and track Users, their preferences, and their interaction with the Services. Users can alter the Swim School's ability to use cookies, but Users should be aware that doing so may limit Users' abilities to interact with certain aspects of the Services. Please take note that



this Privacy Policy covers the use of cookies by the Swim School and does not cover the use of cookies by any other third party.

6. External Websites

The Services may contain links to external websites, which may be operated by third parties. The Swim School provides and permits the posting of links to external websites for Users' convenience, but the Swim School does not review, control, or monitor the privacy or other practices of external websites operated by third parties. You understand and agree that the Swim School is not responsible for the functionality of external websites operated by third parties nor for your interaction with them. We recommend that you review each website's privacy practices and make your own decisions about whether and how you want to interact with them.

7. Transfer of Ownership

In the event the Swim School were to undergo a merger, acquisition, liquidation, or bankruptcy, User information would be one of the assets potentially transferred or acquired by a third party. In choosing to interact with the Services, you acknowledge that such transfers may occur, and agree that applicable third parties may continue to use your information according to the terms of this Privacy Policy.

8. How to Contact Us

Should you have any questions about this Privacy Policy or any other aspect of the Services, please feel free to e-mail us at d28@tomdolanswimschool.com.

9. Changes to this Privacy Policy

From time to time, and at its sole discretion, the Swim School may make changes to this Privacy Policy. Should you choose to continue your use of the Services following any change to this Privacy Policy, your continued use will constitute acceptance of and agreement with such changes.



User Agreement

Last updated: October 4, 2015

1. Introduction

This is the User Agreement that sets forth the terms by which Swim Partners, LLC, d/b/a Tom Dolan Swim School, 22000 Dulles Retail Plaza, Suite 104, Dulles, VA 20166 (the "Swim School") offers you ("User(s)") access to and use of our sites, applications, tools, and registration capabilities for swim classes, lessons and camps (collectively "Services"). By accessing and using the Services, you hereby warrant and represent that you have read, understand, and agree to comply with all of the terms and conditions stated herein, including the terms of our **Privacy Policy** and all other policies referenced in this User Agreement and on our website, which are incorporated herein by reference.

2. Use of Services

The Services may contain profiles, e-mail systems, blogs, message boards, postings, chat areas, news groups, forums, communities and/or other message or communication facilities ("Public Areas") that allow Users to communicate with other Users. You may only use such Public Areas to send and receive messages and material that are relevant and proper to the applicable forum. All submissions made to Public Areas will be public, and the Swim School will not be responsible for the actions of other Users with respect to any information or materials posted in Public Areas.

3. User Responsibilities

The Swim School wants to provide a communications forum and marketplace that allows Users to have positive and productive interactions with one another. To this end, you agree that in using and/or accessing the Services, you will not undertake any act or omission that could harm the property and/or interests of the Swim School, any User, or any third party. Without limiting the foregoing, you agree that you will not:

- Violate or circumvent (a) any statute, ordinance, regulation, or policy – including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising; (b) this User Agreement; or (c) the Swim School's other policies;
- Violate or interfere with any other person's rights – including, but not limited to, any copyright, patent, trademark, trade secret or other proprietary right, or rights of publicity or privacy;
- Violate or interfere with our determinations regarding your account status;
- Use the Services if you are temporarily or indefinitely suspended from using the Services;



- Post, list, or otherwise upload content in inappropriate categories or areas on our sites;
- Post, list, or otherwise upload content that is false, inaccurate, incomplete, misleading, defamatory, libelous, obscene, offensive, harmful to or exploitative of minors, or unlawfully harassing or threatening;
- Imply or state that any statements you make are endorsed by the Swim School, without the prior written consent of the Swim School;
- Take any action that might undermine the Swim School’s feedback and/or ratings systems;
- Transfer or allow any third party to access to your Swim School account and/or password without the prior written consent of the Swim School;
- Use the Services to distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- Engage in the use of viruses, Trojan Horses, worms, time bombs, cancelbots or other functionalities that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; or any other technologies that might harm the Swim School or the interests or property of any User;
- Engage in the use of any robot, spider, scraper or other automated means of accessing our Services for any purpose;
- Circumvent or interfere with any aspect of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- Reproduce, reverse-engineer, modify, create derivative works from, distribute, commercialize, or publicly display any content associated with the Services – including any material trademarked, copyrighted, or patented by the Swim School – without the prior express written permission of the Swim School and/or any appropriate third party;
- Harvest or otherwise collect information about Users, including Users’ e-mail addresses, without their consent.

4. Consequences for Misuse of the Services

To preserve the integrity of the Services and our business, and without limiting any other available remedy, the Swim School reserves the right to take “Corrective Action” at any time and for any or no reason. Such Corrective Action may entail, but is not limited to:

- Alteration, limitation, suspension, or termination of any aspect of the Services, any User’s account, any badge or other special status associated a User’s account, and/or any User’s right and/or ability to interact with the Services;
- Delay or removal of content.

In deciding whether and how to impose Corrective Action, the Swim School may consider a User’s history and the specific circumstances associated with any given situation. In all events, the Swim



School will have sole discretion in determining whether and how to impose Corrective Action, and no User will have any claim against the Swim School based on our decisions regarding Corrective Action.

If the Swim School terminates or suspends your ability to use the Services, you will not be entitled to any refund of any unused balance in your account.

In addition to taking Corrective Action, the Swim School reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Even after your right to use the Services is terminated or suspended, this User Agreement will remain enforceable against you.

5. Digital Millennium Copyright Act Policy

a. Notice and Takedown Procedure

It is the Swim School's policy to respond to clear notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act ("DMCA").

The Swim School expects that all of its Users will comply with applicable copyright laws. However, if the Swim School receives appropriate notice of claimed copyright infringement, the Swim School will work to remove or disable access to the material in question and take other appropriate action regardless of whether the Swim School might be liable for such infringement.

If the Swim School removes or disables access to material in response to an infringement notice, the Swim School will make a good-faith attempt to contact the party that posted the material at issue so that such party may take its own action under Sections 512(g)(2) and (3) of the DMCA. The Swim School may also document any notice of alleged infringement.

b. Designated Agent

The Swim School's Designated Agent to receive notification of alleged infringement under the DMCA is:

Tom Dolan
450 West Broad Street, Suite 350
Falls Church, VA 22046
d28@tomdolanswimschool.com



When the Swim School receives a proper notice of alleged infringement, the Swim School will take action as outlined in this policy and in the DMCA.

c. Infringement Notification

If you believe that your intellectual property rights have been violated in connection with material posted on the Swim School's website, please contact the Swim School's Designated Agent.

IMPORTANT: you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that material is infringing your copyrights. If you are uncertain about whether material available on the Swim School's website interferes with your intellectual property rights, the Swim School strongly suggests that you contact an attorney before communicating with the Swim School.

d. Repeat Infringers

Pursuant to Section 512(i)(1)(a) of the DMCA, the Swim School will, when necessary, disable and/or delete the accounts of repeat infringers.

6. User-Generated Content

You understand and agree that the Swim School is not responsible for any content generated and/or listed, posted, or otherwise uploaded by a User.

If you choose to post, list, or otherwise upload content using the Services, you grant the Swim School a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise any and all copyright, publicity, personality, trademark, database, and/or intellectual property rights you have in the content, in any media known now or hereafter devised. Further, to the fullest extent permitted under applicable law, you waive any moral rights you may have in the content and promise not to assert such rights against us, our sub-licensees, or our assignees.

You represent and warrant that none of the following infringe any intellectual property or other right of any party:

- Your provision of content to us;
- Your posting of content using the Services;
- Our use of such content (including of works derived from it) in connection with the Services.

Any content that any User lists, posts, or otherwise uploads in connection with the Services, including reviews and opinions regarding other Users, are solely attributable to the User who originated



the content and are not verified by the Swim School. Each User should undertake research necessary to satisfy that User about another User's credentials.

7. Special Promotions

The Swim School may, from time to time, provide certain promotional, sweepstakes, and contest opportunities to Users. All such promotions will be run at the sole discretion of the Swim School, and can be activated, modified or removed at any time by the Swim School without advance notification and the liability of any of the Swim School's partners pursuant to such promotional opportunities, sweepstakes and contests shall be limited to the full extent of applicable law(s).

8. Fees

The fees associated with the Services are listed on our [**Fees Page**](#). Pricing is determined by the Swim School in its sole discretion and is subject to change at any time. Please note that the pricing listed on the Swim School's [**Fees Page**](#) may not accurately reflect the most up-to-date pricing schedules. For information about pricing, please contact d28@tomdolanswimschool.com.

9. No Solicitation

The Services may not be used to solicit for any other business, website or service. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to the Services facilitated through the Swim School.

10. Intellectual Property Rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Proprietary Material") that Users see or read through the Services are owned by the Swim School, excluding user-generated content that the Swim School has the right to use. Proprietary Material is protected in all forms, media, and technologies now known or hereinafter devised. The Swim School owns all Proprietary Material, and reserves the rights to coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act. The Proprietary Material is protected by the domestic and international laws of copyright and patents, as well as other proprietary rights and laws. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Services without the prior express written consent of the Swim School and/or any applicable third party.



The service marks and trademarks of the Swim School, including without limitation “Tom Dolan Swim School” and Tom Dolan Swim School logos are service marks owned by Tom Dolan Swim School. Any other trademarks, service marks, logos and/or trade names appearing via the Services are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

11. Authorization to Contact You

You agree to receive calls, including autodialed and/or pre-recorded message calls, from the Swim School at any of the telephone numbers (including mobile telephone numbers) that we have collected from you as authorized and described in our [Privacy Policy](#), including telephone numbers you have provided us, or that we have obtained from third parties or collected by our own efforts. If the telephone number that we have collected is a mobile telephone number, you consent to receive SMS or other text messages at that number. Standard telephone minute and text charges may apply if we contact you at a mobile number or device.

You agree that we may contact you by e-mail addresses that we have collected from you as authorized and described in our [Privacy Policy](#). If you wish to opt-out of receiving certain e-mail communications from the Swim School, please contact us at d28@tomdolanswimschool.com and we will strive to process your opt-out request in a timely fashion.

You agree that we may contact you in the manner described above at the telephone numbers we have in our records for these purposes:

- Reasons relating to your account or your use of our Services;
- As authorized by applicable law;
- Marketing, promotional, or other reasons that you have either previously consented to or that you may be asked to consent to in the future.

You agree that we may share your telephone numbers with service providers with whom we have contracted to assist us in pursuing our rights or performing our obligations under our policies or any other agreement we may have with you. These service providers may also contact you using autodialed or prerecorded messages calls and/or SMS or other text messages, only as authorized by us to carry out the purposes we have identified above, and not for their own purposes.



12. Account Security

You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any password and login provided by you or the Swim School for accessing the Services. You are solely and fully responsible for all activities that occur under your password or account. The Swim School has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you agree to contact the Swim School immediately.

13. Links to Other Web Sites

Links (such as hyperlinks) from the Services to other sites on the Internet do not constitute the endorsement by the Swim School of those sites or their content. Such links are provided as an information service, for reference and convenience only. The Swim School does not control any such sites, and is not responsible for their content. The existence of links on the Services to such websites does not mean that the Swim School endorses any of the material on such websites, or has any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other sites.

The use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites, and not by the Swim School's User Agreement or **Privacy Policy**. You access such third-party websites at your own risk. The Swim School expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the Services. You hereby agree to hold the Swim School harmless from any liability that may result from the use of links that may appear on the Services.

14. Limitation of Liability

By accessing the Swim School's Services, you understand and agree that you use the Services at your own risk. In using the Services and interacting with other Users, you should use caution and common sense to protect your personal safety and property, just as you would when interacting with other persons you do not know.

FOR THESE REASONS, YOU UNDERSTAND AND AGREE THAT NEITHER THE SWIM SCHOOL NOR ITS AFFILIATES AND SUBSIDIARIES, AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, ATTORNEYS, INDEPENDENT CONTRACTORS, PROVIDERS, SUBSIDIARIES (COLLECTIVELY, "AFFILIATES") ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. TO THE DEGREE PERMITTED UNDER APPLICABLE LAW, YOU UNDERSTAND



AND AGREE THAT THE SWIM SCHOOL AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY CLAIM, INJURY, OR DAMAGE INCURRED BY YOU ARISING IN CONNECTION WITH YOUR OR ANY OTHER USER'S INTERACTION WITH THE SERVICES.

Notwithstanding the foregoing, if we are found to be liable for any claim injury or damage, our liability to you or to any third party is limited to the greater of (a) the amount of fees in dispute, not to exceed the total fees you paid to us in the 12 months prior to the action giving rise to the liability, or (b) \$100.00.

15. No Warranty

YOU AGREE THAT YOU ARE MAKING USE OF OUR SERVICES AT YOUR OWN RISK, AND THAT THEY ARE BEING PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SWIM SCHOOL MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE SERVICES OR THE CONTENT OF ANY SITES LINKED TO THE SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN.

THE SWIM SCHOOL DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCTS OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND THE SWIM SCHOOL WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, OTHER THAN AS PROVIDED HEREIN. AS WITH THE PURCHASE OF A PRODUCT OR SERVICES THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

WITHOUT LIMITING THE FOREGOING, NEITHER THE SWIM SCHOOL NOR ITS AFFILIATES WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR THAT THE SERVICES WILL BE ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY REQUEST/TASK OR SERVICES, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE SERVICES.



NEITHER THE SWIM SCHOOL NOR ITS AFFILIATES WARRANT THAT THE SERVICES ARE FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS.

THE SWIM SCHOOL AND ITS AFFILIATES CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

16. Indemnity

You hereby agree to indemnify, defend, and hold harmless the Swim School and our Affiliates from any and all claims, loss, or liability, including reasonable attorneys' fees and costs incurred, made by any third party due to or arising out of your breach of this User Agreement, your use or inability to use the Swim School's Services, or your breach of any law or the rights of any third party.

The Swim School reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of the Swim School.

17. Legal Disputes

This User Agreement, transactions occurring under it, and the relationships created by it, will be construed and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. You agree that any claim or dispute that has arisen or may arise between you and the Swim School must be resolved exclusively by a state or federal court located in Fairfax County, Virginia. You and the Swim School agree to submit to the personal jurisdiction of the courts located within Fairfax County, Virginia for the purpose of litigating all such claims or disputes. All parties waive any objection to the laying of venue for any suit, action, or proceeding in such courts. The substantially prevailing party in any action will be entitled to recover its costs and attorneys' fees.

YOU AND THE SWIM SCHOOL AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.



18. Termination by a User

You may terminate this User Agreement at any time by ceasing all use of the Services. All sections which by their nature should survive the termination of this User Agreement shall continue in full force and effect subsequent to and notwithstanding the termination of this User Agreement.

19. General

No agency, partnership, joint venture, employer-employee, or franchiser-franchisee relationship is intended or created by this User Agreement.

Failure of the Swim School to enforce any provision(s) of this User Agreement will not be construed as a waiver of any provision or right. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

If any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

Any notice to Users contemplated by this User Agreement may be accomplished by electronic mail.

In our sole discretion, we may assign this User Agreement. This User Agreement will inure to the benefit of the Swim School, its successors and assigns.

Headings are for reference purposes only and do not limit the scope or extent of any section of this User Agreement.

The Swim School reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this User Agreement (including the **Privacy Policy**) and review, improve, modify or discontinue, temporarily or permanently, the Services or any content or information through the Services at any time, effective with or without prior notice and without any liability to Users. Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. Your continued use of the Services following any revision to this User Agreement constitutes your complete and irrevocable acceptance of any and all such changes. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. You may not amend this User Agreement, except by a writing signed by you and a



representative of the Swim School who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

If any future changes to this User Agreement are unacceptable to you or cause you to no longer be in compliance with this User Agreement, you must terminate, and immediately stop using, the Services.

The policies posted on our sites may also be changed from time to time. Changes take effect when we post them.

This User Agreement, the Swim School [Privacy Policy](#), and all other policies referenced in this User Agreement set forth the entire understanding and agreement between you and the Swim School and supersede all prior understandings and agreements of the parties regarding your use of the Services.

THIS USER AGREEMENT INCLUDES (1) YOUR AGREEMENT THAT THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY, (2) YOUR AGREEMENT THAT THE SWIM SCHOOL HAS LIMITED LIABILITY REGARDING THE SERVICES, (3) YOUR CONSENT TO RELEASE THE SWIM SCHOOL FROM LIABILITY BASED ON CLAIMS BETWEEN USERS, (4) YOUR AGREEMENT TO INDEMNIFY THE SWIM SCHOOL FROM CLAIMS DUE TO YOUR USE OF OR INABILITY TO USE THE SERVICES, AND (5) YOUR CONSENT THAT NO CLAIMS CAN BE ADJUDICATED ON A CLASS BASIS.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING USER AGREEMENT AND THE PRIVACY POLICY AND AGREE THAT YOUR USE OF THE SERVICES IS AN ACKNOWLEDGMENT OF YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS USER AGREEMENT.