



REGISTRATION FORMS

Website: www.icanswim.co.za

email: info@icanswim.co.za

Cell no: [0735944407](tel:0735944407)

1. SWIMMERS INFORMTION

Name: _____ Surname: _____ Nickname: _____ Gender: _____ Date of Birth: _____

Age: _____ Allergies: _____ Medical info : (Surgery, Mental/Physical impairment, Illness) _____

2. SWIMMERS INFORMTION

Name: _____ Surname: _____ Nickname: _____ Gender: _____ Date of Birth: _____

Age: _____ Allergies: _____ Medical info : (Surgery, Mental/Physical impairment, Illness) _____

3. SWIMMERS INFORMTION

Name: _____ Surname: _____ Nickname: _____ Gender: _____ Date of Birth: _____

Mother/Wife/Adult Swimmer

Name: _____ Surname: _____

Cell No: _____ Home No: _____

Personal Email: _____

Home Address: _____

ID No: _____

Employer: _____ Work No: _____

Work Email: _____

P. O. Box: _____

Code: _____

Father/Husband/Adult Swimmer

Name: _____ Surname: _____

Cell No: _____ Home No: _____

Personal Email: _____

Home Address: _____

ID No: _____

Employer: _____ Work No: _____

Work Email: _____

P. O. Box: _____

Code: _____

Responsible for Account (All communication will be with you)

Name: _____ Surname: _____

Cell No: _____ Home No: _____

Personal Email: _____

Home Address: _____

ID No: _____

Employer: _____ Work No: _____

Work Email: _____

P. O. Box: _____

Code: _____

Previous Swim Experiences

Previous Swim School: _____ Swim Level: _____ Swim Period: _____

Swim Ability: _____

Note any unpleasant swimming experiences: _____

Preferred Lesson Days and Times:

Date of First Lesson:	Name of Childs School:	Transport from Nursery School:
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Weekly Lessons	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Once/ Twice Week	Time: _____	Time: _____	Time: _____	Time: _____	Time: _____	Time: _____

Signed: _____



CONTRACTUAL AGREEMENT

AGREEMENT ENTERED INTO BETWEEN

Joanne Fourie
(Hereinafter referred to as "The Instructor")

For and on behalf of I CAN SWIM
(Hereinafter referred to as "The Swim School")

_____ and _____
(Hereinafter referred to as "The Guardian"),
In my/our capacity as the parent/s or guardian of the Child/ren referred to on Page 1 hereof.

Terms and Conditions

IT IS HEREBY AGREED AND UNDERSTOOD BETWEEN THE PARTIES THAT:

1. The child's swimming lessons will take place at **1085 Kajuit Turn, Allensnek** (hereinafter referred to as "the property") commencing on: _____ (hereinafter referred to as "the Commencement Date") and the duration of the lesson is approximately 30 minutes.
2. The original Registration/Enrolment form must be completed, **initialled on each page** and signed **by the Guardian on Page 4** and returned to the instructor, **together with an annual non-refundable** administration fee of **R350.00 (Three hundred and fifty rand)** per swimmer/child, before the child/ren's place/s can be reserved in the Swimming School. Registration forms and proof of payment can be hand delivered or a copy can be emailed.
3. The fee structure in respect of swimming tuition, which is calculated over the entire swimming season, can be viewed on the website and as follows

Swimmer rates under 18 years of age		Adult rates	
Monthly fee Once a week	R 640.00	Monthly fee Once a week	R 750.00
Monthly fee Twice a week	R 900.00	Monthly fee Twice a week	R 990.00

4. **THERE ARE NO LESSONS ON PUBLIC HOLIDAYS OR OVER THE EASTER WEEKEND** and times determined by Management. The swimming terms are based according to the Gauteng Provincial Schools and will be displayed on the notice board.
5. The fee structure is bases on an annual fee and is determined by the number of lessons yearly. The swimming fees are calculated over a **12-month period**. **Swimming fees will be calculated pro rata for the months of December and January (according to the opening and closing dates during this period), and full fees are applicable from February to November.** Annual fee adjustments or increases are effective from the **1st of August** of each year.
6. Swimming tuition fees are paid **in advance** either annually/termly or monthly **at the FIRST LESSON** of each **month in cash at the swim school** or by way of **electronic fund transfer (EFT) only**. Cash fees should be paid in the provided payment envelope and must be placed into the **Locked fee safe** in the coffee shop. **The instructors will not be held responsible for money, which is left in envelopes on the counters.** The fee envelopes **may not be removed or taken home** as these serve as accounts and receipts for the whole year. Should a guardian require a separate receipt, the instructor must please be informed in writing via email.
7. Parents are asked to pay the correct amount. Any excess paid will be credited to the following month's account. Too much valuable teaching time is wasted on handing out receipts and change. Joanne Fourie / I CAN SWIM, at her/its discretion, elect to cancel this Agreement in the event that tuition fees are not paid on the due date and the child's place may then be given to a child on the waiting list. Under no circumstance will fees be refunded, nor are they transferable.
8. **Please note that if payment is not made within 60 days, the account will be handed over to our attorneys for collections. You will be held liable to pay any collection and/or attorney fees on the Attorney Own Client scale.**

Signed: _____

9. Our **winter season is JUNE and JULY**. These months are **optional** swimming months. Guardians who wish to stop during the winter season must do so in writing by the **1st of May**. Children, who do not do winter swimming, are not guaranteed a place in the swim school in the summer term as children on our waiting list are enrolled in the winter.
10. The **full fees**, as set out above are payable for each month, as from the **Commencement date** until the end of the **notice period** referred to below.
11. **The guardian undertakes to give the instructor, ONE CALENDAR MONTHS' NOTICE in writing, (info@icanswim.co.za) of any intention to remove the Child from the swim school, or in default thereof, two month' fees in lieu of notice. **NO CANCELLATION WILL BE ACCEPTED VIA SMS OR WHATS'UP**. Notice may only be given on the first or last day of a month in writing. Failure to comply with this requirement will result in liability for payment of the two months' fees. **THIS AGREEMENT SHALL CONTINUE TO RUN SUBJECT TO THE PREVAILING CHARGES AND CALENDAR OF THE SWIM SCHOOL AT THE RELEVANT TIME, AND TO ALL THE TERMS AND CONDITIONS CONTAINED HEREIN, UNTIL THE EXPIRY OF THE NOTICE PERIOD, REFERRED TO ABOVE.****
12. The Guardian undertakes to immediately advise the instructor in writing of any changes/s in telephone numbers, postal/residential/email address/es, the child's medical condition/medication or any other information that may be pertinent to this Agreement. SHOULD IT BECOME NECESSARY FOR THE SWIM SCHOOL TO TRACE THE GUARDIAN'S WHEREABOUTS, THE GUARDIAN SHALL BE RESPONSIBLE FOR THE COSTS OF EMPLOYING A TRACING AGENT.
13. Should the child not attend swimming lessons due to **inclement weather** (lightning), **ill health or vacation**, or for any other reason, **the full fee is still payable, and lessons are forfeited**. For safety reasons, the instructor reserves the right to cancel classes in the event of lightning and these lessons **cannot be 'made up'**. Lesson do take place, however, if the weather is just cold and rainy (no lightning) as water temperature is kept at 28–30 degrees and the air temperature inside the enclosure is accordingly warm. The Guardian undertakes to advise the instructor if the Child will be absent from lessons for a prolonged period and if the Child has contracted a contagious disease. Should you not be able to attend a lesson a SMS notification will be necessary, please inform the relevant swimming instructor, **Joanne 0735944407**.
14. Should the Instructor be unable to take a class/es due to circumstances beyond her control (such as illness, death of family member etc.), she will arrange for a qualified substitute instructor to stand in for her. Should the Instructor have no alternative but to cancel the class/es the affected accounts will be credited.
15. The Guardian undertakes to supervise the Child at all times before and after his/her lesson, especially in the change rooms. **The children must not run around the pool surround and may not enter the water before or after a lesson without the instructor's permission**. The Swimmers must please **ARRIVE ON TIME** for lessons (as latecomers are disruptive), dressed in a swimming costume and a CAP. All hair must be pushed inside the cap. Valuable teaching time is wasted when Instructors are asked to assist children with caps. **No child may be dropped off and left unattended at The Swim School**.
16. For health reasons, the children must at **all times wear a swimming cap**. Should a swimmer continually arrive at lesson without a swimming cap, a cap will be provided for the Child and the Guardian will be charged **R60.00**. We do not provide 'loan' caps should you forget your swimming cap one can be purchased from the swim school. "**Huggies Little Swimmers Disposable Nappies** are compulsory regulation swimwear for infants and toddlers (aged 6 months to 3 years). If infants/toddlers attend swimming without the Huggies Little Swimmers Nappy, these will be provided and charged at **R30.00** each.
17. Lessons are conducted in full view of the Guardian of the children, who are asked to sit outside the glass enclosure so as to keep noise to a level at which effective teaching and learning can take place. Should a Child misbehave and disrupt a lesson/s, the Child will be given a warning by the Instructor and should this behaviour persist the Instructor will request that the swimmer leave the lesson
18. In order to give due consideration to the neighbours, motor vehicles may only be parked in the designated parking area. Please refrain from parking in front of the neighbours' gates. The Guardians are asked to respect, that the Swim School is situated in a **Residential area** and are asked to kindly keep the children quiet and under control whilst in the parking area. The Parents/Guardians undertakes to ensure that **whoever brings the child to swimming** is aware of the requirements set out in this clause. **Please take note of the Lamp Pole in the parking area.**

Signed: _____

19. The Parent/Guardian accepts, that, whilst all reasonable precautions will be taken to ensure the safety and welfare of the Child (or anyone accompanying the Child); swimming, water and the associated activities, equipment and surroundings are inherently dangerous and risky. In this respect, the Parent/Guardian hereby agrees that the Child (or anyone accompanying the Child) may take part in the activities and lesson and enter the property, premises and facility at their sole and absolute risk, and the Parent/Guardian will not hold the Instructor, any substitute instructor, employees, agents, representative, the owner of the premises, or the like, liable for any personal or material injury, damage or loss suffered by the Child/Guardian or anyone accompanying the child, no matter how such injury, damage or loss arose, and hereby waives any the right to such claim to which such person may have been entitled, notwithstanding this clause.
20. No liability will be accepted for the loss of or damage to property belonging to participants or spectators whilst on the premises of THE SWIM SCHOOL or any other premises used for the purpose of these lessons.
21. The parent/guardian shall be liable for all damages, losses or injury caused by the Child (and including anyone accompanying the child) to any property or person, and further indemnifies and holds harmless, THE SWIM SCHOOL, the instructor, her employees, agents, representatives, the owner, or the like, for any such damages, losses or injury or actions, for which they may be held responsible as a result of the actions of the Child (or anyone accompanying the child). The Parent/guardian undertakes to compensate the Instructor, her employees, agents, representatives, the owner, or the like, for such losses or damages, within 14 (fourteen) day of having been notified of such loss, damage, injury or action.
22. **I hereby authorize** SWIM ACADEMY owner, partner, and employee to provide the necessary medical treatment, **to pay all costs** associated with **medical care** and to transport the swimmer to the nearest medical centre.
23. All persons making use of the transport provided by THE SWIM SCHOOL do so entirely at their own risk and the liability of THE SWIM SCHOOL, its owner, agents, instructors and drivers is excluded for any loss or damages (including consequential or special damages or loss of profits), loss of life, bodily injury or damage to or loss of property, of whatsoever nature and howsoever caused, and whether or not caused by any form of negligence of THE SWIM SCHOOL its owner, agents, instructors and drivers any other person acting on behalf of THE SWIM SCHOOL, arising out of or connected in any way with the conveyance or non-conveyance of any passenger or persons and/or the property of any passengers or persons.
24. THE SWIM SCHOOL, its owner, agents, instructors, drivers and any employees will not be liable for any accident, injury, illness, trauma, death or loss or damage of any nature whatsoever that may arise through any defect of the vehicle, or any mode of transport, or by default or error on the part of any of the Parties Indemnified.
25. I hold harmless and indemnify THE SWIM SCHOOL against any consequences of not having/having inadequate travel insurance or due to any travel arrangements having to be changed or amended. THE SWIM SCHOOL will not be liable for any consequential loss or damage of whatever nature how so ever arising or for any loss or damage arising from events beyond their control.
26. Parent/Guardian(s) and Minor(s) have read the Terms and Conditions, Rules and Regulation, General Agreement and truthfully completed the Registration Forms and voluntarily to this release, waiver, indemnity agreement and that there are no oral representations, statements or inducements, apart from the foregoing agreement, which have been made by the parties, and the undersigned acknowledge that they have been provided ample time and opportunity to fully and completely examine this document and obtain separate counsel for advice regarding this document's execution, prior to execution of the same and that the terms of this release are contractual and not mere recital.
27. No relaxation of any of these terms by, Joanne Fourie/The Instructor/I CAN SWIM for any reason whatsoever shall be a waiver of her rights, nor will it constitute a variation of the terms of this Agreement. The Guardian hereby chooses as his/her domicilium citandi et executandi the physical address given on page 1 of the Enrolment Form attached hereto.

PLEASE ENSURE THAT YOU READ THIS AGREEMENT AND UNDERSTOOD IT PROPERLY BEFORE SIGNING IT!!!

**I acknowledge that all the information given is true, accurate and I voluntarily sign this document on
my own behalf and/or on the behalf of my child.**

1. **Mother/Adult swimmer** _____ **Sign:** _____ **Date:** _____
2. **Father/Adult swimmer** _____ **Sign:** _____ **Date:** _____

Name, Surname and Signature of Parent/Guardian/Adult Swimmer