

THE SWIM LAB PTE LTD GUIDELINES AND TERMS & CONDITIONS

HOLIDAY SWIM CAMP

Dear Parents and Students,

Thank you for enrolling your child in our Swim Lab Holiday Swim Camp.

In order to ensure you have a smooth and enjoyable learning journey with us, we ask that you review our below Guidelines and Policy. Should you have any questions, please contact us at info@theswimlab.com.

HEALTH RISK WARNING (HRW)

Students who receive a HRW will be advised not to attend camp for the dates covered in the HRW. Students under HRW will be asked to share a copy of the HRW message received from the Ministry of Health (MOH), evidencing their personal particulars, the dates of the HRW period, and the advisory provided by MOH. Given the vulnerable nature of our student base, we are unable to allow students under HRW to attend camp even if a negative ART test is produced on the day of camp.

Subject to availability, students under HRW will be offered a seat for a replacement camp in a different week of the same holiday season, failing which a full refund will be offered.

Students with a household member under HRW are encouraged to consider rescheduling to a different week of camp. Notwithstanding, such students will still be allowed to attend the camp upon provision of evidence of a same day negative ART test for the affected household member, for each day of camp.

STUDENTS TESTING POSITIVE FOR COVID-19

Students testing positive for Covid during the dates of camp will not be permitted to attend camp. Subject to availability, affected students will be offered a seat for a replacement camp in a different week of the same holiday season, failing which a full refund will be offered.

Students will need to provide evidence of their positive Covid test in order to qualify for the refund.

MEDICAL ABSENCE CREDIT

Students who miss camp, in part or in full, due to illness other than Covid-19 are entitled to a Medical Absence credit, to the value of the amount paid for the class. In order to receive the credit, students are required to produce a valid and original Medical Certificate. Credit will be issued only for the dates of the camp covered by the Medical Certificate.

Medical Absence credit is valid for 6 months from date of issue, and may be applied in part or in full to any program conducted by The Swim Lab at any of our venues, at the prevailing listed price of that program.

Credits are non-transferable and may not be exchanged for cash.

Students who wish to utilize their credit are required to contact The Swim Lab to make the arrangements.

BAD WEATHER

Holiday camps proceed rain or shine. In the event of Inclement Weather preventing the use of the pool, camp activities will be moved to a suitable indoor or sheltered location. We are unable to entertain refund requests based on camp activities being adjusted due to Inclement Weather.



<u>Lightning</u> activity as indicated by the lightning alert signal causing a closure of pool by the management.

<u>Heavy rain</u> causing a closure of pool by the management. If there is light rain, our coaches will evaluate whether lessons can be continued.

Note that scheduled land activities will continue provided that the area for conducting said land activities is sheltered from lightning and rain.

Definition of Inclement Weather

<u>Haze</u> indicated by NEA 24hr PSI and 1hr PM2.5 readings in the South region 1 hour before commencement of the class

- 1hr PM2.5 > 100: closure of pool for the complete session.
- 24hr PSI >150: closure of pool for the complete session.
- 1hr PM2.5 >55 and 24hr PSI >100: closure of pool for upcoming class
- 1hr PM2.5 <56 and 24hr PSI>100: class continues with adjusted intensity*

CHANGES IN SAFE MANAGEMENT MEASURES

Camps will be conducted in strict accordance to prevailing Safe Management Measures, including but not limited to maximum group sizes, instructor: student ratios, safe distancing between groups, venue capacity limits and mask-on/mask-off policies, as determined by Sport SG and the Singapore Swimming Association.

Should prevailing Safe Management Measures not permit for camp to be conducted, a full refund will be offered.

PAYMENT

- Fees are to be paid in full before commencement of camp. Please note that your class slot is not guaranteed until payment is received in full.
- The Swim Lab accepts Cash, NETS, PAYNOW, PayLah!, Bank Transfer and Cheque.
- Fees paid are non-refundable and non-transferable, with the exception of the circumstances described in this document.
- Unless otherwise stated, The program fee covers only the lesson and usage of the facility during the lesson. Any relevant external fees will be made known to you at the time of enrolment.

CHANGE OF COACH & CLASS

- The Swim Lab may, as we deem necessary, change the coach for the class, without obligation to inform parents/ swimmers prior. We are unable to entertain requests for refunds due to change in coaches.
- The Swim Lab may, as we deem necessary, change the class in which the student is in, for reasons
 including and not limited to: progression of student to a higher level and/or perceived greater compatibility
 of the student with different peers.

^{*} Accommodation can be made for children with chronic heart or lung conditions or sensitive breathing ** Final decision to cancel classes is subject to Management



AROUND THE POOL

- Parents/ guardians are requested to accompany their child to register their attendance before class and not leave them unattended before or after their class.
- Parents/ guardians are requested to refrain from actively participating in the class, to enable the students and coaches to concentrate on the lesson.
- During swim activities, all students, regardless of age, gender or religion, are required to wear proper swimming attire that is made of materials specifically intended for swimming. We reserve the right to ask students who are inappropriately dressed to leave the pool.
- Eating during lessons is strictly prohibited, except during scheduled snack breaks. As such, we ask that you refrain from bringing food to the pool deck.
- Children who are not toilet trained must wear a reusable swim diaper.
- Students are responsible for any personal belongings brought to classes. The Swim Lab is unable to be responsible for loss and/or damage of students' personal belongings.

RELEASE OF PHOTOS / VIDEOS

The Swim Lab may take photographs and/or video recordings of our classes and our students and/or parents/guardians for educational, training and promotional purposes. By enrolling your child in our swim classes, you hereby irrevocably grant us and our agents permission to use your image in whole or in part, without payment or any other consideration, and waive any right to inspect or approve the finished product wherein your likeness appears.

Should you wish for you or your child to not be featured in any educational, training and/or promotional materials, please send us an email at info@theswimlab.com

ASSUMPTION OF RISK

Your child will be engaging in swimming lessons at The Swim Lab. As with all swim programs, there exists the risk of tripping, falling, slipping, drowning, and other risks not known to us, or not reasonably foreseeable risks that could result in serious injury and/or death. By enrolling your child in our swim classes, you agree to hold The Swim Lab harmless from and against all claims, costs, expenses and liabilities, including attorney fees, for injury to person or property arising in connection with your child's participation in activities conducted by us.

WAIVER OF RIGHTS AND RELEASE OF LIABILITY

By enrolling your child in our swim classes, you hereby release, waive and discharge The Swim Lab and our employees and agents from all losses, damages, claims, costs, expenses and liabilities, including attorney fees for injury to person or property arising in connection with your child's participation in swimming activities. However, this waiver and release does not include injury, damage, or loss as a result of the intentional or reckless acts of The Swim Lab.

SEVERABILITY

If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. The above Waiver and Release of Liability is understood, and recognized as a legally binding Agreement on behalf of yourself, your child and guardians of your child to freely giving up substantial rights and assuming all risk of injury, death and property damage.

OTHERS

The Swim Lab reserves the right to terminate/suspend your membership and/or swimming lessons without notice should any of the above conditions be deemed to be contravened.

The Swim Lab Pte Ltd reserves the right to amend the guidelines and policy from time to time, without prior notice at its sole discretion.