

**APPLICATION TO THE SPORT SWIMMING SECTOR****Club: Swim Smooth Czech Republic (SSCZ)****Program: JUNIOR****Kids Starter – lower intermediate 4 - 7 years (able to swim 25 m)** MON 3pm, Axa pool, Prague 1**FUNDamental – intermediate 6 - 9 years (able to swim 100 m)** WEN 3pm, Axa pool, Prague 1**Swim Skills – advanced 8 - 11 years (able to swim 400 m)**2x a week MON and WEN 4pm, Axa pool, Prague 1**Train to Train – competitors 9 - 13 (able to swim 800m)**3x a week MON + WEN 4 pm, Axa pool, Prague 1 and THU 7pm, Strahov Pool, Prague 6**Train to Train – specialists 12 - 15 (able to swim 1500m)**4x a week MON + WEN 4 pm, Axa pool, Prague 1 and THU 7pm, Strahov Pool, Prague 6 and INDIVIDUAL TRAININGS**Train for Pleasure – leisure swimmers (able to swim 200m)** THU 7pm, Strahov Pool, Prague 6**Dry land training – competitors 8 +** WEN 6:30 pm, Axa Gym, Prague 1**Child's Personal Data**

Name and Surname:		Nationality:	
Date of Birth:	Birth Identification Number (<i>Non-Czech citizens only if they have one</i>):	Health Insurance Company:	
Age:		Policy No:	
Address:		Address in Country of Residence (<i>Non-Czech citizens only</i>):	
Passport No:	Other ID number (<i>Non-Czech citizens only</i>): Type of ID:		
Phone (<i>legal representative</i>):		E-mail (<i>legal representative</i>):	

Home Club*Is your child a member of another CSPS registered club and participates in competitions? Please write the name here:***Declaration of Child's Health***(Important health information - such as allergies, medical restrictions, medications etc.):***Statutory Declaration**

I confirm that my child is healthy and able to perform group swimming training and participate in swimming competitions (cups, regional, national, international tournaments, etc.). Furthermore, I declare that the above stated information is true and that I have not withheld any serious information that could affect the swimming training or health of the child.

I declare that I have read the SSCZ General Terms and Conditions, valid on the date of filling this application, and I agree with them. By signing this application form, I also give my consent to using photographs and audio / video recordings of the child, either in material or digitalized form, acquired as part of the SSCZ activities. I consent to changing them and using them as a collected work, or as a selected part; all for the sole purpose of presenting the SSCZ and Mgr. Gabriela Minaříková - licensed Swim Smooth Coach. The parent/guardian also gives permission to publish his/her child's performances, in particular the times and videos of the swimming technique, for marketing, analytical and other purposes of Swim Smooth Czech Republic, z.s. and Gabriela Minaříková, licensed Swim Smooth coach. I have been advised that I can withdraw this consent at any time. By submitting this application, I give my consent to the personal data administrator (Swim Smooth Czech Republic, z.s.) for personal data collection, its processing and storage (for 5 years) according to Act 101/2000 Coll; this includes personal data provided on the application and amendments to this act, with regards to my child swimming training. This consent also expressly applies to the child's birth number. I further agree that the SSCZ will provide the above mentioned personal data, including the birth number, to the Central Register of Czech Swimming Federation (ČSPS), the Czech Sports Union (ČUS) and Ministry of Education, Youth and Sports (MŠMT) in accordance with Act No. 101/2000 Coll. I have been advised that the provision of personal data is voluntary and that I can withdraw my consent at any time.

In:..... Date:.....

Name of Legal Representative (*Capital letters*)Capacity (*if not parent*): Signature:The completed application form should be passed to a SSCZ coach or scanned and sent to info@swimsmooth.cz



Terms & Conditions of the Swim Smooth Junior Program

1. Swimming training (also referred to as "training") is provided by the staff of the swim club (head coach, club coaches/ instructors).
2. The parent/legal representative is required to provide correct and timely information about changes in the child's health.
3. At the latest on the day of commencement of the first training, the child's legal guardian shall provide the provider with a copy of the valid medical certificate of the child's medical fitness. Children under 10 years of age require confirmation from a pediatrician. Children from 10 to 11 years of age require confirmation from a pediatrician and ECG examination. For children over 12 years of age participating in national competitions, a stressful sport testing is required. In the case of failure to provide confirmation of the age and focus of the child, the child may not be allowed to participate in the training and will not be refunded.
4. The Provider recommends that the child attend the training session at least 15 minutes in advance. The child is obliged to adapt his / her behavior to the swimming pool operating rules prior to entering the swimming pool area. In case of a child's delay, lack of training or his / her early termination by a child, the provider is not obliged to replace the child's training. Upon the wish of the parent/legal representative, course participation may begin later or end earlier. However, there is no entitlement to receive reimbursement for the course.
5. Parent/legal representative is obliged to suspend his/her and child's participation in lesson and /or in swimming course in case of illness that makes impossible to fully participate in lessons and/or in swimming course in a specified range; and in the risk of contagion to other participants of swimming course, providers and employees (club's coaches /instructors).
6. If a child does not attend training without excuse, provider will inform the legal guardian. For an unapproved absence in training, the child is not entitled to any compensation. In the case of a repeated (twice) non-unproved absence of a child, the provider is entitled to cancel the child's membership in the club, without compensation for unused workouts.
7. The legal representative is obliged to notify the course organizer of the child's absence by email, sms or by telephone immediately, even if the child is not entitled to a substitute training.
8. Replacement lessons will be arranged if the following conditions have been applied:
 - a. the child's apology was announced 24 hours prior to the lesson,
 - b. the child has a pre-paid membership,
 - c. the same ability group lessons take place more than once per week, and there is space for that child as long as the group doesn't not exceed maximum number It is possible to reimburse only the group to which the child has preconditions, after consulting the trainer. Refunds within different groups are only possible if the child is efficient enough for another group.
9. The organizer reserves the right to modify the course program or location, or even cancel due to unforeseeable and unpreventable events, for which the Swim Smooth cannot be liable. In case of cancellation of a class an alternative date of the lesson will be offered or 50% of the amount for the lesson will be refunded only if the provider failed to offer an alternative date. Absence on an alternative date does not establish entitlement to a refund of 50% of the amount per lesson. In case of cancellation of the entire swimming course 50% of the total amount for the remaining classes will be refunded
10. The Provider is not liable for damages cause by willful conduct of the child or failure to comply with the instructions of the staff of the provider or pool operator.
11. A legal representative is liable for damages caused (intentionally or by negligence) by his / her child.
- 12. Cancellation Policy:**
 - a. in the case of termination of swimming course within 14 days after the start of classes by the legal representative, 50% of the proportional amount remaining until the end of the swimming training will be returned. After this date the provider is not entitled to refund the tuition or any part;
 - b. The course fee is not refundable, nor transferable to other swimming courses:
 - i. For unused lessons;
 - ii. In case of health reasons on the part of the child;
 - iii. If the provider decides to stop swimming course due to child's, parent/legal representative and/or accompanying person gross violation of the rules of swimming course (eg. The destruction or damage of property of the provider or of the pool operator, disrespectful/ rude behavior towards other participants of swimming course, to coaches/instructors, etc.) or violation of these Terms and Conditions.
 - iv. If the child has taken a trial training before enrolment
 - v. The annual registration fee or its proportional share will not be refunded regardless of the date and manner of termination of the swimming lesson.
13. Before enrolment it is possible to draw trial training. In the case of a trial training, the payment for each such training is then calculated proportionally in the full tuition fee. The child's legal guardian takes note that a trial training may, under one of these conditions, take one child at most twice. In the event a child attends two trial lessons and then enrolls on a course, it is then not possible to cancel.
14. In case of higher number of interests of children to enrol, the Provider is entitled to prioritize candidates who orders the entire swimming term and pays a subscription for it in full amount in advance. The provider is also entitled to give priority to the person interested in training more than once a week and has the ambition to race and thus to represent the swimming section.
15. The Provider further advises the child's legal guardian that when the goods are purchased through the provider, a contractual relationship is established directly between the child's legal guardian and the producer /supplier of the goods. All rights and obligations (in particular liability for defective performance or warranty rights) are agreed without further involvement of the provider. The manufacturer /supplier of the goods were advised of this circumstance. In the case of ordering goods through the



provider, this legal representative gives consent to the provider with his /her representation to handle the contractual relationship, including the inspection of equipment. In other matters, the child's legal guardian is obliged to act directly with the manufacturer /supplier.

16. The provider is entitled to these Terms and Conditions without the prior consent of the child's legal representative to make changes. The changes will be sent by email to the legal representative at the e-mail address given on the application. If the legal representative does not agree with the changes, he/she is obliged to inform the provider within 30 days of the notification of changes to the General Conditions. In this case, the contract will be terminated by depletion of prepaid lessons, under the current General Terms and Conditions.