



SWIM LESSONS CLIENT PACKET

2010-2011

Dear Participant:

Thank you for your interest in the Portland State University Campus Recreation Private or Swim Clinics.

This packet includes information on swim instructor/client conduct, and your swimming history and goals. It should be completed entirely and turned in to your swim instructor prior to or at your first lesson/session. The information in this packet will help your swim instructor develop a program specifically tailored for you; therefore, it is important to answer all questions honestly. All information will be kept in confidentiality. The following pages must also be printed and signed, and handed to the swim instructor before or at the time that your lesson/session begins:

- Reading and signing the Swim Instructor & Client Code of Conduct (2 pages)
- Completion of Swimming History and Goals Worksheet (1 page)
- Completion of Assumption of Risk Agreement (3 pages)

If you have any questions or concerns, please contact Jessie Belter at (503) 725-5129.

Thank you,

Jessie Belter
Coordinator of Aquatics & Safety
Campus Recreation
Portland State University



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Swim Instructor and Client Code of Conduct

The swim instructor will adhere to the following:

1. Swim Instructors shall be committed to providing information that is consistent with both the requirements and the limitations of their profession.
2. Swim Instructor shall preserve the confidentiality of privileged information and shall not release such information to a third party unless the client consents to such release or release is permitted or required by law.
3. Swim Instructors and Clients shall comply with applicable local, state, and federal laws and with the PSU Campus Recreation guidelines.
4. Swim Instructors shall not misrepresent in any manner, either directly or indirectly, their skills, training, professional credentials, identity or services.
5. Swim Instructors shall provide only those services for which they are qualified via education and/or experience and by pertinent legal regulatory process.
6. Swim Instructors shall not engage in any form of conduct that constitutes a conflict of interest or that adversely reflects on the profession or on PSU Campus Recreation.
7. Swim Instructors shall not place financial gain above the welfare of the Client being trained and shall not participate in any arrangement that exploits the clients.
8. Swim Instructors shall never discriminate against any client based in race, creed, national origin, gender, religion, age, handicap/disability or other such legal classifications.
9. If a swim instructor is late to a scheduled lesson, the missed time is owed at no charge to the client. If an instructor consistently arrives late, please contact Jessie Belter at (503) 725-5129.
10. Swim Instructors shall contact his/her client within 24 hours to cancel an appointment. Failure to notify client within this time period will result in the swim lesson for the client for free. If an instructor consistently cancels, please contact Jessie Belter at (503) 725-5129.

The client will adhere to the following:



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1. For private swim lesson services, there is a \$15/lesson fee for all members; swim clinics range between \$10 and \$20 depending on length of sessions. This fee must be prepaid at the front desk of the Rec Center, and the client must present a valid receipt to the swim instructor at the beginning of each session/lesson.
2. All private swim lesson clients shall contact the swim instructor prior to their lesson to schedule a time. Any cancellations must be made at least 24 hours before the scheduled time, unless an emergency occurs.
3. All swim clinic clients are not obligated, but are welcome to contact the swim instructor if a cancellation needs to be made. Cancellations will not be made up for swim clinics sessions that are missed unless due to the swim instructor.
4. If the client is late to a session, the session will last until the end of the lesson that was originally agreed upon. For example, if a session was scheduled for 2:30-3pm, and the client arrives at 2:40, the session will still end at 3pm. If a client is more than 15 minutes late to a session, the instructor is not obligated to stay past that time to wait for the client.



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Swimming History & Goals

1. Check which apply:

- I currently swim
- I do not regularly swim, but would like to start.
- I used to be active in swimming, but am not anymore. I would like to become active again.
- Active in the water
 - Lap Swim
 - Water Aerobics
 - Other _____
- I am not comfortable in the water (Please circle uncomfortable area)
Shallow/Deep
- I am comfortable in the water (Please circle comfortable area)
Shallow/Deep

If you are currently active in the water, please list those activities in which you participate and how much time you spend doing each per week. _____

If you are not currently active in the water, why have you not been active in the past?

2. Specifically describe what you would like to accomplish through your swim program during the next:

- 1 month _____
- 6 months _____
- 1 year _____

3. How much time are you willing to devote to a swim program?

Minutes per day _____ Days per week _____

4. What types of swimming have you done or would like to do?

	Have Done	Would Like to Do
Freestyle	<input type="checkbox"/>	<input type="checkbox"/>
Backstroke	<input type="checkbox"/>	<input type="checkbox"/>
Breaststroke	<input type="checkbox"/>	<input type="checkbox"/>
Butterfly	<input type="checkbox"/>	<input type="checkbox"/>
Triathlon	<input type="checkbox"/>	<input type="checkbox"/>
Flip Turns	<input type="checkbox"/>	<input type="checkbox"/>

Other (describe) _____

5. Any other information that you would like your swim instructor to know?



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PORTLAND STATE UNIVERSITY Assumption of Risk, Release, Indemnification and Participation Agreement

Parties & Consideration

I, _____ (print your name),

a student at Portland State University (PSU) _____ (print your student id#)

or

a member of the general public and am eighteen (18) years of age or older voluntarily agree to participate in PSU Campus Recreation Aquatics Program which may include private or group swim lessons, masters or other aquatic program between the date of this signed document and June 30, 2011.

In consideration for being permitted to participate in the Activity, I hereby agree and warrant that:

Statement and Assumption of Risk

Participation in the Activity can be hazardous to my health. I understand that I have an increased chance of suffering personal injury, including but not limited to bodily harm, permanent disability, dismemberment, and/or death by participating in the Activity. Injuries that I might incur include, but are not limited to the following: flesh wounds, muscular-skeletal injuries, cosmetic injuries, permanent disabilities and other injuries including death and or dismemberment. I understand that traveling to and from the Activity site may present additional risk of serious injury or death, and agree to comply with Activity requirements for the use of seatbelts by vehicle passengers during travel.

I voluntarily undertake the Activity and agree to accept all risk associated with my participation in this Activity.

Release of Liability and Indemnification Statement

I understand that there are unavoidable risks involved with participation in this Activity, and I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify and hold harmless and release and forever discharge the State of Oregon, the Oregon Board of Higher Education, the Oregon University System, PSU, and their officers, employees, agents, and representatives, from any and all liability and all claims and causes of action whatsoever for any damages to or loss of property, personal illness, or injury (including death) caused by, deriving from, or associated with my participation in the Activity.

Medical Treatment Consent

I fully understand that the Activity may occur in a remote area and that medical services may not be available. In the event of illness or injury to me, and in the event that medical services can be obtained, and if I am unable to grant permission at the time emergency treatment is required, I hereby authorize PSU by and through its authorized representative(s) or agent(s), if any, to secure any necessary treatment including the administration of an anesthetic and surgery. I agree to be the party responsible for all medical expenses that are incurred on my behalf.

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Statement of Health

I certify that I have neither a condition nor circumstance, such as medication, that would prevent me from participating in this Activity. If I have a question concerning my specific situation, I may ask an organizer to clarify the Activity, but ultimately the decision to participate is mine.

Statement of Insurance

I am aware that the State of Oregon does not provide medical insurance coverage for participation in the Activity and therefore take full responsibility for procuring my personal insurance. If I do not have insurance, I accept full, sole and exclusive financial responsibility for the cost associated with any injury or illness.

Furthermore

- I understand that PSU may not have a representative(s) or agent(s) present at this Activity and the Activity may be solely student-operated.
- I agree to abide by the policies of PSU while engaged in the Activity, and, if I am a student, with all the provisions of the Student Code of Conduct. I further agree to comply with all safety rules and procedures presented during the Activity.
- I understand that PSU's authorized representative(s) or agent(s) has authority to revoke my participation in the Activity at any time if, in the judgment of the representative(s) or agent(s), my actions or general behavior are determined to be unacceptable.
- In the event of an injury or death that occurs during my participation in the Activity, I hereby waive my rights of nondisclosure under the Family Educational Rights and Privacy Act, ORS 351.070(4)(e) and any other statutes or rules, and hereby consent to the release of this Agreement to the media, public or any others who inquire.

Choice of Law; Venue Selection

In event of a law suit, I agree that all causes of action will be filed in Multnomah County, Portland, OR and that this Agreement shall be construed in accordance with the laws of the State of Oregon.

Severability

If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

Final Acknowledgment

The forgoing is submitted in consideration of PSU and the department and/or program noted above allowing my participation in this Activity. I confirm that I am over 18 and I execute this document with full knowledge of the contents and consequences stated in this release.

Participant Signature

Signature: _____

Date: _____

Printed Name:

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Emergency Contact Information

Name: _____ Relationship: _____

City: _____ Day Phone: _____ Evening Phone: _____

Parent or Guardian Indemnification and Release (Complete for participants under the age of 18)

In consideration of _____ (print Minor's name) ("Minor") being permitted by the department and/or program noted above to participate in its Activities or use its equipment and facilities, I further agree to indemnify and hold harmless and release and forever discharge the State of Oregon, the Oregon Board of Higher Education, the Oregon University System, PSU, and their officers, employees, agents, and representatives from any and all claims brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____ Date: _____

Print Name: _____