

PACIFIC OPEN WATER SWIM CO.

Cancel for Any Reason (Clinics) Plan Terms and Conditions

The **Cancel for Any Reason plan** purchased from **Pacific Open Water Swim Co.** for **Clinics** of any type is subject to the following Terms and Conditions. Availability of this service may vary, and not all services are available to all customers or on all reservations. Pacific Open Water Swim Co. may revise these Terms and Conditions by updating this posting.

1. Eligibility. With Pacific Open Water Swim Co., you may be eligible to purchase the option to cancel your Clinic Reservation for any reason up to thirty (30) minutes before the scheduled meeting time of a clinic and receive a partial refund, as outlined in these terms.

2. Purchases. The option to purchase the Cancel for Any Reason plan may only be completed at participant registration and not added after registration. Pacific Open Water Swim Co. reserves the right to deny purchases for any lawful reason (e.g., fraud or misuse).

3. Non-Refundability. The cost of the Cancel for Any Reason plan is non-refundable and is only valid for the specific clinic date reservation for which it was purchased. This option is non-transferable and cannot be carried over to future clinic reservations.

4. Exercise Process. To cancel a reservation using the Cancel for Any Reason plan, you must notify Pacific Open Water Swim Co. by:

- *Submit a request via our website's [Contact Us](#) form*
- *Call and leave a voicemail at +1-415-737-9870*
- *Send a Text/SMS message to +1-415-737-9870*

No documentation or reason is required, but **the request must be received at least 30 minutes before the clinic's scheduled meeting time**. Cancellations received after this deadline are **not eligible** for a refund.

5. Exercise Window. Cancellations must be completed thirty (30) minutes before the clinic's scheduled meeting time. If this deadline passes, the Cancel for Any Reason plan expires, and no refund will be issued.

6. Multi-Day Clinics – Special Conditions. For multi-day clinics, cancellation must be initiated before the first meeting date to qualify for a refund under the Cancel for Any Reason plan. Once a participant attends any portion of the first scheduled session or receives clinic materials, the registration is complete, and **the Cancel for Any Reason plan is no longer valid. No refund, credit, or rescheduling option will be available at that point, regardless of attendance at future clinic dates.**

This policy exists because the first session provides essential instruction, structured guidance, and access to course materials that form the foundation of the clinic experience. Participation in any portion of the first session—whether in person or by accessing distributed materials—constitutes full engagement in the clinic. *As a result, prorated refunds for missed subsequent sessions are not offered.*

If a participant fails to initiate cancellation before the first scheduled session, the Cancel for Any Reason plan is considered fulfilled, and no further remedy will be provided.

7. **Cancellation Refund.** Upon validly exercising the Cancel for Any Reason option and not participating in the clinic in any way, Pacific Open Water Swim Co. will refund 80% of the actual amount paid for the clinic reservation, excluding:

- PayPal or other transaction fees
- The Cancel for Any Reason plan fee
- Any discounts or outstanding fees

Refunds will be processed within 30 days. Customers agree to these terms and waive any right to dispute or seek additional refunds beyond the specified amount.

8. **Coverage.** Refunds apply only to the clinic's base fee and do not cover:

- Paid add-ons (e.g., merchandise, additional services)
- The Cancel for Any Reason plan fee
- Any transaction fees (e.g., PayPal fees)

9. **Chargebacks and Invalidated Payments.** If you initiate a chargeback or if your payment is invalidated, Pacific Open Water Swim Co. is not obligated to refund the clinic reservation or the Cancel for Any Reason plan fee.

Additionally, Pacific Open Water Swim Co. reserves the right to pursue legal remedies to recover any outstanding fees, dispute-related costs, or damages incurred due to a chargeback or payment dispute.

10. **Exclusions.** No refunds will be provided if:

- You initiate PayPal's Buyer Protection program for any charges related to our services.
- A third party reverses, invalidates, or refunds your Pacific Open Water Swim Co. payment.


In such cases, your clinic registration will be canceled, and you will remain responsible for the full clinic fee plus any applicable dispute-related fees.

11. **Cancellation is Final.** Cancellations cannot be reversed once executed.

12. **Modifications.** Modifications to the Cancel for Any Reason plan are not permitted and the option cannot be transferred to another person or clinic.

13. **Not Insurance.** The Cancel for Any Reason plan is not an insurance policy and does not replace traditional trip or event insurance. It is a service provided by Pacific Open Water Swim Co. to enhance booking flexibility. We strongly recommend that customers review their insurance coverage or consider purchasing appropriate insurance products for unforeseen circumstances related to their clinic reservation.

14. **Contact.** For any questions, contact:

 Pacific Open Water Swim Co. at +1-415-737-9870
Email: swim@pacificswim.co

Document History:

- **February 13, 2023** – Initial draft.
- **April 7, 2023** – Revised terms for improved clarity, specified refund amount (80%), and expanded exclusions for chargebacks and disputed payments.
- **January 29, 2025** – Added Multi-Day Clinics – Special Conditions, requiring cancellation before the first scheduled session to qualify for a refund. Clarified that attending any portion of the first session or receipt of clinic materials completes registration, making the Cancel for Any Reason plan no longer valid. Refined language to emphasize that no refund, credit, or rescheduling option is available once the first session begins, regardless of attendance at future clinic dates.