

Release

In consideration of my being permitted by Upper Limits, Inc., to climb at its facilities, I agree to the following waiver and release, and I make the following representations.

x _____ (*initial*)

I acknowledge the inherent extreme risks in rock climbing activities, including those that take place indoors. I realize that those risks include falls, equipment failure, bad decision-making, inattentive belayers, and holds that have become loose or damaged by other climbers. I understand that there are unforeseeable, freakish accidents, and I assume all risks associated with such accidents, even though I cannot foresee them. I agree to pay attention to the state of the ropes in the gym and that of the anchors, and to advise gym staff if I do any damage or notice any damage, I agree to abide by all gym rules, and if gym staff make a specific request of or instruction to me, I agree to comply.

x _____ (*initial*)

I am physically fit and know of no medical or health reason why I should not participate in the activities that take place at Upper Limits.

x _____ (*initial*)

I agree to assume all risk of personal injury, including paralysis and death, that may occur while I am in the gym or while I am climbing anywhere, at any time. I hereby release Upper Limits, Inc., its owners, officers, employees, wall builders, wall designers, hold manufacturers, lessors, insurers, and agents, from all liability for any such personal injury that I may incur. **This release even extends to injuries that may occur through the NEGLIGENCE of gym employees or other parties released.**

x _____ (*initial*)

I understand that indoor climbing is not the same as outdoor climbing, and that additional skills are necessary for outdoor climbing that cannot be acquired in the gym. I agree to seek qualified instruction before attempting to climb outdoors.

This release applies to and binds my personal representative, heirs, and my family. If a member of my family under the age of 18 accompanies me to the gym, I make this release and these representations on his or her behalf as well as my own, and I agree to assume responsibility for his or her safety.

Parents and guardians take note!

If I am a parent or guardian of a minor climbing at the gym, whether or not I am a member myself or am present when the minor is climbing, I agree to indemnify and hold harmless Upper Limits, Inc., and the other parties released, in the event a minor member of my family sues them or any one of them. I understand that this means I will pay all fees, costs, and charges incurred by Upper Limits or any other party released, including attorney fees.

This release is a binding legal contract.

I understand that this release is a binding legal contract. I sign it of my own free will. I also understand that this contract is severable; in other words, that if any part of it is held by a court of law to be unenforceable, the rest of it shall survive.

x _____ (*initial*)

Signature of Climber _____ Date _____

Legibly printed name _____

Signature of Parent, if Climber is under 18 _____

Legibly printed name _____ Phone No. (_____) _____

Address: _____

Street or PO Box

City

State

Zip code

Welcome to Upper Limits Rock Gym!

For Office Use Only!
Circle One: Top Rope / Lead
Arrival Time _____
Staff Initial _____

Please take time to read and sign the following rules and the release form carefully.
Use black or blue ink only! Please write legibly!

| | | | |
|---|-------------------|--|-------------------|
| _____ | _____ | (_____)_____ | |
| First name | Last name | Phone Number | |
| _____ | | _____ | |
| Permanent Street Address | City | State | Zip Code |
| _____/_____/_____ | Male___ Female___ | Email Address _____ | _____/_____/_____ |
| Birth date | | | Today's Date |
| How did you hear about us? _____ | | Would you like to receive our newsletters and special offers? Yes___ No___ | |
| Do you have any medical problems we should know about? Yes___ No___ | | Explain _____ | |

*******Please Initial In Blue or Black Ink*******

- _____ For each visit, all climbers will check in at the front desk upon arrival. If you have an address change, please let us know.
- _____ All climbers and belayers must sign all parts of the release form before they will be allowed to participate.
- _____ Before being allowed to belay, individuals will be checked for proficiency by an Upper Limits Lifeguard for knowledge of: proper belaying (managing the rope for the climber), knot tying, climbing commands, and equipment checks. Belaying without being checked or removal of climb only tags will result in loss of climbing privileges.
- _____ All lead climbers and lead belayers must also be safety checked by one of the Lifeguards. Lead climbing ropes and draws may be rented or, if you wish to use your own, a separate waiver must be signed.
- _____ Boulderers are responsible for providing their own spotter. Participants must be 15 or older to use the cave or outdoor boulder. Crash pads are required outdoors.
- _____ Only climbing equipment approved by Upper Limits staff is to be used in the climbing facility (this includes knots). All climbers must tie into and belay directly off of their harness. Loose chalk is not allowed in the gym. Chalk balls only!
- _____ For insurance purposes, no instruction is allowed except by an Upper Limits staff member during a class.
- _____ Climber and belayer must always double check **each other's** systems before **each and every** climb.
- _____ Lifeguards will be walking the gym and supervising procedures. If a climber or belayer is seen being unsafe, they will both be required to pay a \$10 safety fine on their first offense. On the second offense the safety fine is \$20 each, and the third violation will result in permanent dismissal from the gym. This includes any equipment or behavior deemed to be unsafe by a lifeguard.
- _____ A parent or adult guardian must accompany climbers 14 years old or younger at all times unless lessons are scheduled.
- _____ **No bare feet allowed anywhere!** This complies with State Health Codes.
- _____ No one under any circumstance is to have their hands above the first bolt hanger while climbing **unless belayed**. No climber should pass directly beneath another climber.
- _____ No horseplay! No running, yelling, jumping or swinging on ropes. No throwing rubber pieces or anything else.
- _____ No alcohol, drugs, or tobacco allowed. Anyone suspected of being under the influence will not be permitted in the gym. No foul language within Upper Limits gym. No chewing gum for safety reasons. Also, food and open drinks are only allowed in the lounge.
- _____ Management has the right to suspend or terminate any participant's membership for violation of the gym policies and/or rules. In such a case, there will be no refund of any fees. Rules are subject to change and will be enforced by Upper limits staff.
- _____ These are not all of the gym's policies. Participants are responsible for reading additional policy information posted in the gym.

By initialing each of the above items, I confirm that I have read fully and agree to the Rules of the Gym. Please sign below.

_____/_____/_____ (TURN OVER)
Signature Month Day Year

| | |
|---|------------------------------------|
| For office use only. Circle Class Type: Rock Gym 101 / Family Class / Merit Badge / High Adventure / Summer Camp / Gr. Adv. / Bday | |
| Cashier Memo _____ | Logged in Climber's Edge by: _____ |
| Checked for toprope climbing: OK___ Climb only___ Date _____ | Lifeguard Signature: _____ |
| Checked for Lead _____ Date _____ | Lifeguard Signature _____ |