

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 Participant _____ 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. A separate form must be filled out for each individual participating. **Use black or blue ink only! Please write legibly!**

_____	_____	(_____)_____	
First name	Last name	Phone Number	
_____	_____	_____	
Permanent Street Address	City	State	Zip Code
_____	_____	_____	_____
_____	_____	_____	_____
E-mail address	_____	_____	Male ___ Female ___
_____	_____	_____	_____
Do you have any medical problems we should know about? Yes ___ No ___ Explain _____			
How did you hear about us? _____	Would you like to receive our e-mail newsletters? Yes ___ No ___		

*****PLEASE INITIAL THE LINE NEXT TO EACH STATEMENT*****

- _____ 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. The minimum age for belaying at Upper Limits is 11 years old.
- _____ An Upper Limits Lifeguard must check all lead climbers and lead belayers for proficiency. Lead climbing ropes may be rented or, if you wish to use your own, a separate waiver must be signed.
- _____ 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 on the premises 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 are seen being unsafe, they will both be required to take a \$10 safety course on their first offense. On the second offense the safety course 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.
- _____ When using the auto belays you may **only** climb arms width apart from where the auto belay is anchored at the top of the wall.
- _____ 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 or feet in the red wall areas while climbing unless belayed. No climber should pass directly beneath another climber. Lead climbers always have the right of way on all climbs.
- _____ 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 on tile.
- _____ 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.

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.

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

For office use only. Circle Class Type: Rock Gym 101 / Family Class / Merit Badge / High Adventure / Summer Clinic / GA / B-Day

Cashier Memo _____ Logged in Climber's Edge by: _____

Checked for top rope climbing: OK ___ Climb only ___ Date _____ Lifeguard Signature: _____

Checked for Lead ___ Date _____ Lifeguard Signature _____