

Please read the following rules of the gym. You are responsible for understanding and abiding by these rules. Please ask gym staff if you do not understand something.

- For each visit, all visitors will check in at the front desk upon arrival. If you have an address change, please let us know.
- All visitors (climbers, belayers, and supervising adults) must watch the orientation video and fully execute the Visitors Agreement before participating and completing an in person gym orientation. All visitors must complete an in person gym orientation before participating in any way.
- Before being allowed to belay, individuals will be tested for proficiency by gym staff for knowledge of the following: proper belaying (managing the rope for a climber), knot tying, climbing commands and equipment checks. Belaying without being tested will result in loss of climbing privileges. The minimum age for belaying at a gym is 11.
- Gym staff must test all lead climbers and lead belayers for proficiency. Lead climbing ropes may be rented. If you wish to use your own, a separate waiver must be signed.
- Only climbing equipment approved by gym staff is to be used in the climbing facility. All belayers must belay directly off of their harness. Climbers must tie in with a figure 8 knot.
- Loose chalk is not allowed in the gym. Chalk balls only!
- For insurance purposes, no instruction is allowed except by High Point staff.
- Climber and belayer must always double-check each other's systems before each and every climb.
- When using the auto belays you may only climb an arms width to either side of the point where the auto belay is anchored at the top of the wall.
- A parent or adult guardian must supervise climbers 13 years old or younger at all times unless lessons are scheduled. Children 13 and under are not allowed to use the training and fitness areas of the gym.
- Children 13 and under are not allowed on the main boulders unless they are a member of High Point, a USA Climbing member, or participating in a class. An additional orientation must also be completed.
- It is recommended that climbers age 13 and under only boulder as high as they are tall.
- No bare feet allowed anywhere! This complies with State Health Codes.
- No horseplay! No running, yelling, jumping or swinging on ropes. No headphones allowed while climbing or belaying.
- No alcohol, drugs, vaping, or tobacco allowed. Anyone suspected of being under the influence will not be permitted in the gym. No foul language on High Point's premises. No chewing gum for safety reasons. Also, food and open drinks are not allowed on padded surfaces.
- Personal items are not allowed on padded surfaces. Water bottles, bags, etc., should be stored in cubbies or lockers.
- Management has the right to suspend or terminate any visitor'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 gym staff.
- Any injuries or damaged equipment must be reported to gym staff.
- These are not all of the gym's policies. Participants are responsible for reading additional policy information posted in the gym.
- When visiting another High Point facility, it is the visitor's responsibility to ask and familiarize themselves with any differences in policies or rules.

Do Not Print

This is a five (5) page document. All pages must be printed and signed where indicated and presented to High Point Climbing before being allowed to use the facility.

I certify that I have watched the Orientation Video. I will confirm that I watched it to a staff member and ask any questions that I may have prior to participating in any activities. If the participant is a minor, and this agreement is signed by a parent or legal guardian, I as the parent or legal guardian, understand that it is my responsibility to review the video and orientation materials and provide the information therein to my child.

High Point Climbing and Fitness
Assumption of Risk, Indemnity/Hold Harmless, and Release of Liability Agreement
("Agreement")

(READ CAREFULLY – YOU ARE WAIVING RIGHTS)

In consideration of being permitted access to and use of High Point Climbing, LLC's ("**High Point**") premises (including the parking area and perimeter of said premises), building(s), facilities, equipment, and services (collectively, "**Services**"), I ("**Visitor**") hereby acknowledge, understand, and agree to the terms of this Agreement. This Agreement governs all matters, claims, or disputes arising from or related to the Visitor's undertaking of Activities (defined below). The Visitor and High Point are individually a "Party" and collectively are "Parties" to this Agreement. Visitor agrees that this Agreement is supported by adequate consideration and waives any claim to the contrary. If the Visitor is a minor, the parent or legal guardian represents and warrants that they have legal authority to act on behalf of the minor and signs and consents to this Agreement both individually and on the minor's behalf.

Activities; Acknowledgement of Risks: I understand that the activities offered by High Point include, but are not limited to, the following: access to and use of the Services, including but not limited to climbing; rappelling; bouldering; belaying; spotting; slacklining; team building activities; rescue training and other activities on aerial equipment; massage therapy; yoga; general exercise; fitness training and classes; use of stationary bicycles; and use of other aerobic, weight, and rental or other equipment (collectively, "**Activities**"). The Activities may require moderate to heavy physical exertion.

Visitor acknowledges and agrees that (i) he/she assumes sole responsibility and liability for his/her safety, health, and well-being while undertaking the Activities; (ii) he/she may not be supervised or observed by High Point personnel while undertaking Activities; and (iii) he/she shall follow staff instructions and directions and High Point rules and policies. High Point shall not be liable for the condition of any equipment or item that Visitor brings to High Point's facilities, including but not limited to clothing, protective gear, harnesses, belay devices, and ropes ("**Equipment**"), and that it is the Visitor's sole responsibility to continually inspect, maintain, and properly use such Equipment and follow the manufacturers' instructions.

Visitor understands that the Activities are inherently dangerous and pose additional dangers and risks including, but not limited to: trip or slip and fall hazards; risk of falling; risk of failure or mis-use of equipment; obvious and non-obvious conditions in and around the High Point premises and facility (including but not limited to the parking lot and perimeter); overexertion and other medical problems and conditions; abrupt contact with other persons, structures, equipment, or any other things; and the negligence of staff or negligence or intentional acts of third parties. Visitor understands that this is an incomplete list of potential hazards, risks, and dangers the Visitor will experience arising from or relating to his/her presence at the High Point premises and facilities and use of High Point's Services. Visitor

understands that they are voluntarily undertaking the Activities and they are free to not participate in the Activities.

If the Visitor is a minor, the parent or legal guardian signing this Agreement agrees to be solely liable for the Visitor's safety and will constantly monitor the Visitor while the Visitor is undertaking the Activities.

Agreement Regarding Orientation, Training, Policies and Rules: I, and any minor Visitor for whom I sign below, have viewed the High Point orientation video regarding the Activities and any questions have been answered to my and any minor's satisfaction. I understand that High Point requires Visitor to participate in certain orientation(s) and/or training(s), to review certain policies and rules, and to agree to and abide by the terms of this Agreement. I agree to participate in, and review, such orientations, trainings, policies, and/or rules, and to abide by the terms of this Agreement. No Visitor may belay another unless and until he or she has been tested and determined to be qualified by High Point staff to do so. Visitor understands that it is his/her sole responsibility to complete the orientation and training and review (and understand) the policies and rules. Visitor further acknowledges that completion of these tasks and reading of the policies and rules will not guarantee the Visitor's health, safety, and wellbeing, which is the Visitor's sole responsibility and liability. Visitor agrees that High Point's provision of, or requirements regarding, orientation, training, policies, rules (or otherwise answering questions or responding to Visitor) do not create any duty or liability on behalf of High Point. Visitor agrees that it is his/her sole responsibility and liability to fully assess his/her own abilities and safety, before undertaking any part of any Activity.

If the Visitor is a minor, the parent or legal guardian signing this Agreement acknowledges and agrees that they are solely responsible for ensuring the minor understands his or her own limitations and possesses the knowledge necessary to safely and properly engage in any Activity.

Assumption of Risks: Visitor expressly acknowledges and understands that Visitor's undertaking of the Activities involves inherent risks, dangers, and hazards, including, but not limited to, risks of bodily injury, property damage, or even death. Such risks may result from the actions, inactions, or negligence of the Visitor, other visitors, High Point, or third parties; conditions of the premises or equipment; or other circumstances. The Visitor fully understands, voluntarily assumes, and knowingly accepts all such risks associated with undertaking of any Activities, whether known or unknown, and agrees that High Point shall not be liable or responsible for any injury, harm, damage, loss, or death arising from or related to these risks.

Visitor agrees and acknowledges that he/she is knowingly assuming all risks associated with every conceivable scenario, including but not limited to High Point employee(s)' negligence.

Release of Liability by Visitor: To the fullest extent permitted by law, Visitor agrees that, under no circumstances will High Point and its affiliates, owners, members, directors, officers, coaches, instructors, employees, contractors and subcontractors (collectively, "**Released Parties**") be liable to the Visitor in contract, tort (including but not limited to negligence, strict liability, or breach of warranty or any duty) or any claim, demand, or dispute of any kind for any compensatory, consequential, special, indirect, punitive, or speculative loss or damage or liability of any kind arising from or relating to the Visitor's undertaking of Activities (collectively, "**Claims**"). Visitor hereby fully releases and forever discharges the Released Parties from all Claims.

Fitness training, yoga classes, massage therapy, and/or High Point's climbing school may be operated by independent contractors and/or tenants of High Point (collectively, "**Other Providers**"). When that

is the case, the Other Providers, not High Point, is solely liable for their acts or omissions; any Claims brought by or on behalf of the Visitor shall be directed to and brought against the Other Providers exclusively (and not High Point). The Visitor agrees that, in addition to the release in the foregoing paragraph, High Point is not vicariously or otherwise liable for the acts or omissions of Other Providers. Rental equipment is accepted by the Visitor in an "as is" condition and without any warranty as to condition, fitness, or otherwise.

Visitor agrees and acknowledges that he/she is knowingly agreeing to this broad release of High Point, including but not limited to High Point employee(s)' negligence and any claim of failure to disclose any risks.

Indemnity and Hold Harmless by Visitor: To the fullest extent permitted by law, Visitor agrees to indemnify, defend and hold harmless the Released Parties from and against any and all manner of Claims and losses (including but not limited to personal injuries and death), costs, expenses, damages (to person or property), and fines or penalties, including without limitation, reasonable attorney's fees and costs arising from or relating to the Visitor's undertaking of Activities.

Visitor understands the concepts of indemnifying and holding harmless High Point and the potential financial impact.

The Release of Liability and Indemnity and Hold Harmless By Visitor include but are not limited to any loss or damage caused or claimed to be caused in whole or in part by the negligence or other non-intentional act, but not the intentional wrongs or the gross negligence, of a Released Party.

Relative to Minor Visitors:

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN
READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE
AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A
POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING
THAT, EVEN IF HIGH POINT OR THE RELEASED PARTIES
USES REASONABLE CARE IN PROVIDING THIS ACTIVITY,
THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY
INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY
BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE
ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY
SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S
RIGHT AND YOUR RIGHT TO RECOVER FROM HIGH POINT
OR THE RELEASED PARTIES IN A LAWSUIT FOR ANY
PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR
ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS
THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE**

THE RIGHT TO REFUSE TO SIGN THIS FORM, AND HIGH POINT HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Medical Treatment Authorization: Visitor hereby authorizes and grants permission to High Point to secure emergency medical treatment for the Visitor; however, High Point does not have a duty to do so. The Visitor represents and warrants that they have insurance sufficient to cover medical costs that may be incurred and/or in any event the Visitor agrees to be responsible for such costs. The Visitor represents that the Visitor does not have any mental or physical condition that might create risks to the Visitor or any third party. I understand that High Point reserves the right to deny or terminate a Visitor's participation in its Activities, in its sole discretion, without liability.

Media and Information Release: The Visitor authorizes High Point to take photographs and videos of Visitor for any lawful purpose (e.g., publicity, web content) without compensation and agrees that such photographs and video are the sole property of High Point. High Point is authorized by Visitor to use, store or transfer, as High Point may consider necessary, the Visitor's personal information, for any and all purposes in connection with the Facility and Activities and/or for the purpose of promoting, improving and furthering the interests of High Point.

Governing Law; Prevailing Party Attorney's Fees; Waiver of Jury Trial: Visitor agrees that in any dispute, the laws of the State in which the applicable High Point facility is located shall govern this Agreement and that any Claim arising from or relating to this Agreement, High Point, or the Activities, or any other dispute between a Released Party and a Visitor shall be brought solely in a court of competent jurisdiction in the county in which the applicable facility is located. The prevailing party in any such action or claim shall be entitled to recover its reasonable attorneys' fees and costs arising from or relating to such action or claim.

The Parties agree to waive their respective right to jury trial and agree that any Claim of any kind shall only be ruled upon by a judge and not a jury.

Binding Agreement; Severability; Neutral Interpretation; Continuing Validity: This Agreement shall be binding, to the fullest extent allowed by law, on the Visitor and/or all persons signing below, the minor, if any, and their heirs, executors, administrators, successors, assigns and family members. It may not be altered except in writing agreed by all Parties and signors. If any part of this Agreement is deemed by a court of competent jurisdiction to be unenforceable, the remainder shall nevertheless remain in full force and effect. This Agreement shall be interpreted neutrally and not construed against either party, regardless of drafter.

Visitor understands and agrees that each time the Visitor visits any High Point facility or undertakes any Activities, the Visitor shall be and remain bound by the terms of this Agreement; provided, however, that High Point may require a modification or replacement agreement in the future as a condition to future undertaking of Activities.

Visitor has carefully read, understood, and has fully informed himself/herself of the contents of this five-page Agreement, which constitutes a binding contract and waiver of rights. I will not later claim that I did not read this Agreement; I agree that this Agreement is clear, unambiguous, and unequivocal.

MINOR VISITOR: This section to be completed by parent or legal guardian if Visitor is a minor (17 years and younger in Florida or Tennessee, or 18 years and younger in Alabama):

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR VISITOR AND I HAVE READ THIS AGREEMENT (WHICH INCLUDES BUT IS NOT LIMITED TO RELEASE OF LIABILITY AND AN AGREEMENT TO INDEMNIFY) IN ITS ENTIRETY. I AM SIGNING THIS VISITOR AGREEMENT ON MY OWN BEHALF AND ON THE BEHALF OF THE MINOR VISITOR.

Parent Signature: _____ **Date:** _____

Legibly Printed Name: _____

Address: ☐ Same as visitor ☐ Different from visitor (must list below)

Street

City

State

Zip

ADULT VISITOR: Complete this section if the Visitor is an adult (18 years and older in Florida or Tennessee, or 19 years and older in Alabama):

I HAVE READ THIS AGREEMENT (WHICH INCLUDES BUT IS NOT LIMITED TO RELEASE OF LIABILITY AND AN AGREEMENT TO INDEMNIFY) IN ITS ENTIRETY AND I AM SIGNING IT ON MY OWN BEHALF.

Adult Visitor Signature: _____ **Date:** _____

Complete the following section with the Visitor's information

First Name	MI	Last Name	Phone Number
Street Address	City	State / /	Zip
Email Address	Birthdate		Age
Emergency Contact	Phone	Relation	
Would you like to receive our monthly newsletter? <input type="radio"/> Yes <input type="radio"/> No How did you hear about us? _____			

<input type="checkbox"/> Waiver Accepted <input type="checkbox"/> Day Pass <input type="checkbox"/> Bday <input type="checkbox"/> GA <input type="checkbox"/> Team Build. <input type="checkbox"/> Group <input type="checkbox"/> Class	<input type="checkbox"/> Climb Only <input type="checkbox"/> TR Passed – Tested <input type="checkbox"/> Lead Passed – Tested	Memo: _____ Entered into RGP: <input type="text"/>
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