

MUST CHECK ONE:

- Adult 18 or Over**  
 **Minor 17 or Under**  
(parent must sign)

Visitor's First Name

MI

Last Name

**UPPER LIMITS ROCK CLIMBING GYM VISITOR AGREEMENT**  
**(Including assumption of risks and agreements of release and indemnity)**

In consideration of the use of the premises, facilities and services of Upper Limits, Inc defined below, the undersigned adult (eighteen years of age or older) visitor or, if the visitor is a minor, the undersigned parent or legal guardian (each and collectively a "Parent") (no other person is allowed to sign on behalf of the minor), understand, acknowledge and agree as follows:

**The Upper Limits Gyms:** Upper Limits, Inc., ULI, Inc., Upper Limits 3, Inc., and Upper Limits 4, LLC. (each doing business as "Upper Limits") operates a gym – either in Missouri or Illinois. Each gym is a separate corporate entity. No gym is responsible for the acts of another gym. A claim arising out of an incident at a gym is the responsibility of that gym only.

**Activities and Risks:** I understand that the activities offered by the Upper Limits gyms ("the gym" or "gyms") include the following: climbing on and rappelling from artificial indoor and outdoor (heights up to 120 feet) walls; bouldering; slacklining; team building activities on high and low challenge course elements; activities on aerial equipment; the use of fitness machines and equipment; and other activities on and off the premises of the gyms. Activities of the gyms require moderate to heavy physical exertion. Bouldering, slacklining, and aerial activities will not use harnesses or rope for fall protection. **No visitor may belay another until and unless he or she has been certified by staff to do so.**

I, an adult visitor or Parent represent that neither I, nor the minor visitor (if applicable), has any mental or physical condition that might create risks to myself (or to the child), or to others. I understand that climbing and other activities of the gym are dangerous and that visitors will be exposed to risks including, among others: trips and falls and other accidents that may occur in moving about the facility and its perimeter, including its parking area; overexertion; falls from the walls, boulders and other activities; abrupt contact with other persons, the climbing walls, boulders and other structures and equipment; falling climbers, and dropped tools and hardware; the failure of ropes, harnesses, climbing holds and other equipment including mats and pads; and the carelessness of staff and other visitors. The risks described above, and others, are inherent to the gyms, their activities and premises -- that is, they cannot be eliminated without destroying the basic nature of the visit to the gym and reducing its appeal and value.

**Assumption of Risks:** I understand that the risks described above, and others, inherent or not, may result in all manner of trauma including breaks, sprains, abrasions, serious injury and even death. I acknowledge and assume all such risks, inherent and otherwise and whether or not described above. I will carefully read and comply with the Rules of the gym . If the visitor is a minor, I, Parent, have discussed the Rules, activities and risks with the child, who understands them and wishes to participate nevertheless.

**Release and Indemnity:** I, for myself and on behalf of the minor visitor, if applicable, to the maximum extent allowed by law, agree to and do hereby release and forever discharge, and agree not to sue, and further agree to defend, indemnify (that is, to pay or reimburse damages and costs, including attorneys' fees), Upper Limits, Inc., ULI, Inc., Upper Limits 3, Inc., Upper Limits 4 LLC. and their respective owners, directors, officers, staff members and contractors (collectively referred to as the "Released Parties") with respect to any claim related in any way to my, or the minor visitor's, visit to Upper Limits gym or participation in an activity of Upper Limits on or off its premises, or the use of its facilities or services. These agreements of release and indemnity include loss or damage caused or claimed to be caused, in whole or in part, by the negligence, but not the intentional wrongs or the gross negligence, of a Released Party.

**Other:** I hereby give my permission and consent to the taking of photographs, videotapes, and other images of me or the minor visitor for any purpose and without compensation

The terms of this agreement and any dispute between a Released Party and a visitor or Parent, related to this agreement or otherwise, will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the state - Missouri or Illinois - in which the gym at which or from whose alleged conduct the claim arose is located. Any suit or mediation of the dispute will take place solely in the County in which that gym is located. I consent to the jurisdiction of such courts, for myself and on behalf of the minor visitor.

This document is intended to be binding, to the fullest extent of the law, on all persons signing below, the minor child, if any, and their respective successors, heirs, executors, administrators and family members. It may not be altered. If any part of this document is deemed by a court of competent jurisdiction to be unenforceable the remainder shall nevertheless be in full force and effect.

This agreement will govern visits to the premises of the gym on the date on which it is signed and thereafter until it is withdrawn by written notice to the gym.

WARNING: A person who falsifies his or her signature below or misrepresents the capacity (as parent or legal guardian, for example) in which they sign will be considered a FORGER and in addition to other civil and criminal penalties will be deemed to have agreed to indemnify the Released Parties from and against any claim of loss asserted by or on behalf of a person whose visit to the gym was facilitated by that forgery.

## For minor participants, 17 years and younger:

**Parent Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR VISITOR AND I AM SIGNING THIS RELEASE ON MY OWN BEHALF AND ON THE BEHALF OF THE MINOR VISITOR.

**Legibly Printed Name:** \_\_\_\_\_

**Parent/Legal Guardian Address:**  Same as participant  Alternate address (list below- required)

Street

City

State

Zip

## Adult participants, 18 years and older:

**Adult Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## PARTICIPANT INFORMATION

_____	_____	_____	(____)
<b>First name</b>	<b>MI</b>	<b>Last name</b>	<b>Phone Number</b>
_____	_____	_____	_____
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
_____	_____	_____	_____
_____	____/____/____	<b>Age</b>	<b>Male</b> ____ <b>Female</b> ____
<b>E-mail address</b>	<b>Date of Birth (M/D/Y)</b>	<b>Age</b>	
_____	_____	_____	_____
<b>Emergency Contact Name</b>	<b>Emergency Contact Phone</b>	<b>Relation</b>	
_____	_____	_____	
Do you have any medical problems we should know about? Yes____ No____ Explain_____			

**Waiver Accepted By:**

Customer Type:  DAILY  BD  GA  RG101  FC  MB  YC  Other: \_\_\_\_\_

Cashier Memo \_\_\_\_\_ Logged into RGP (Init.)

Belay Status:  Climb Only  TR - Checked by \_\_\_\_\_  Lead - Checked by \_\_\_\_\_