

High Point Climbing and Fitness rules of the gym.

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

- 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 before participating and complete a gym orientation.
- Before being allowed to belay, individuals will be tested for proficiency by High Point 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 High Point is 11.
- High Point 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.
- Boulderers are responsible for providing their own spotter. It is recommended that climbers 13 and under only boulder as high as they are tall.
- Only climbing equipment approved by High Point 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 a member of High Point or High Point Climbing School staff during a class.
- 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 accompany climbers 13 years old or younger at all times unless lessons are scheduled. Children 13 and under are not allowed to use the training area, weight room, or cardio room.
- 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, 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 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 High Point staff.
- Any injuries or damaged equipment must be reported to staff.
- These are not all of the gym's policies. Participants are responsible for reading additional policy information posted in the gym.

**HIGH POINT CLIMBING AND FITNESS
WAIVER OF LIABILITY AND COVENANT NOT TO SUE
THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ CAREFULLY.**

I, the undersigned, (“**Visitor**”) being of sound mind and legally competent to enter into this legally enforceable **WAIVER OF LIABILITY AND COVENANT NOT TO SUE (“Waiver”)**, desire and intend to enter onto the premises of the climbing and fitness facility, (“**Facility**”) located at 219 Broad Street, Chattanooga, TN 37402 owned and operated by High Point Climbing, LLC (“**High Point**”) and/or participate in one or more activities or programs (each individually an “**Activity**”; collectively, “**Activities**”) offered, operated, sponsored or directed by, or otherwise involving High Point d/b/a High Point Climbing and Fitness and/or LR Climbing, LLC d/b/a High Point Climbing School (collectively, “**The Released Parties**”). The Activities may occur in whole or in part at the Facility. The Activities may involve, without limitation, rock climbing (including but not limited to climbing on indoor artificial surfaces and outdoor artificial surfaces) and other recreational or fitness activities, programs, sponsored events, instruction, and classes both inside and outside the Facility and with or without the supervision of The Released Parties, or any of their employees, contractors or personnel. I understand that entering High Point’s premises poses inherent risks including but not limited to injury and death. With full knowledge and understanding of these risks, and in consideration of the use of High Point’s premises and/or participation in Activities, I acknowledge and agree as follows:

I. Visitor’s Assumption of the Risk

I am aware and explicitly acknowledge that my presence on High Point’s premises and/or participation in any Activities, whether inside or outside the Facility with or without the supervision of Personnel, and any services, classes, sponsored events, or instruction provided by The Released Parties subjects me to risks including but not limited to personal injury, death or paralysis as a result of climbing on, using or falling from artificial climbing walls or any gym apparatus, campus boards, rope suspended training ladders, or ropes suspended for training purposes, from contact with walls, equipment, landing areas, other Visitors, or objects, or from any other risk regardless of whether specified herein.

I UNDERSTAND AND ACKNOWLEDGE THAT:

The list above does not delineate all risks which I may encounter while visiting High Point’s premises and/or participating in Activities and that the list in no way limits the extent, reach or legal enforceability of this Waiver or any provision herein.

Using a helmet is not required while inside the facility. However, High Point recommends using a helmet while participating in rope protected climbing and has helmets for rent should Participant choose to use one. I accept responsibility for any injury that may occur whether I choose to wear a helmet, and I understand the possibility of, and take responsibility for, injuries that may occur even if I choose to wear a helmet. If I choose to wear my own personal helmet, I take full responsibility for its proper maintenance and use.

I understand that bouldering is an Activity that involves climbing over a padded surface without the use of a rope or a harness to protect me from falling and that I may, intentionally or unintentionally, fall from the bouldering wall from a height of 17 feet or more. I accept responsibility for any and all injuries sustained while falling from the bouldering wall up to and including death.

I understand that I must follow all of High Point’s rules and procedures which may from time to time be amended and updated. I understand that it is my responsibility to read and abide by all rules that are distributed by High Point or listed on signs in the Facility, or listed on television monitors, and if I do not understand a rule, I will immediately ask for clarity a member of High Point’s staff.

I understand that I must be instructed on proper use of any belay device before using the device and/or use the device properly according to the manufacturer’s instructions. I understand that I must pass a top-rope belay test before climbing or belaying on a top-rope. I understand that I must pass a lead-climbing test before lead-climbing or belaying a climber who is lead-climbing. I accept responsibility for any injuries to myself or others as a result of failing to follow any of High Point’s rules specifically but not limited to those enumerated in this paragraph.

If I rent equipment from High Point, I accept the equipment rented “**AS IS**”, I accept responsibility for the proper use, care and maintenance of the equipment during the rental period and agree to replace any equipment damaged during the rental period or equipment I fail to return at full value. If High Point’s rental equipment is damaged while I am using it, I will bring it to the attention of High Point Personnel immediately. I understand that climbing gear can, and often does, become damaged or defective. I accept responsibility for examining and assessing rental equipment as well as my own equipment while using it at the Facility or during any Activity.

WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE RISK OF SEVERE INJURY AND DEATH INVOLVED IN MY PRESENCE ON HIGH POINT’S PREMISES AND THE ACTIVITIES THEREIN, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT, OR EVEN FATAL INJURIES, EVEN IF I FOLLOW THE INSTRUCTIONS OR ADVICE OF THE RELEASED PARTIES.

II. Waiver and Covenant Not to Sue

In consideration of my entering onto High Point’s premises and/or participation in any Activity, and in spite of the risk of severe or permanent injury or even death, the undersigned agrees as follows:

I (Visitor) on behalf of myself, my heirs, representatives, executors, administrators and assigns hereby unconditionally **WAIVE AND RELEASE ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND OR NATURE AGAINST THE RELEASED PARTIES**. This Waiver includes but is not limited to any such claims or causes of action, present or future, related to injury or damage to Visitor, his/her property, or to any other person or property, for any loss, damage, expense or injury up to and including death suffered by any person from or in connection with Visitor’s use of High Point’s premises, and/or engaging in any Activities, due to any cause whatsoever, **INCLUDING NEGLIGENCE**.

Visitor agrees to hold harmless, defend and indemnify The Released Parties from any claim or action, present or future, related to injury or damage to Visitor, his/her property, or to any other person or property, for any loss, damage, expense or injury up to and including death suffered by any person from or in connection with Visitor’s use of High Point’s premises and/or involvement in any Activities whether inside or outside the Facility, due to any cause.

Visitor hereby **RELIEVES THE RELEASED PARTIES OF ANY DUTY TO PROTECT VISITOR FROM HARM** while on High Point’s premises or in connection with any Activities associated with High Point.

III. Additional Provisions

Visitor agrees to notify High Point's staff immediately if Visitor suffers or witnesses any injury while on High Point's premises.

Visitor authorizes High Point to obtain medical care and/or transportation to a medical facility if, in the opinion of High Point, Visitor requires medical attention and is unable to make such decisions for himself/herself. Visitor agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** The Released Parties of and from any costs or consequences of such decision.

By signing below, I certify that I, or the minor listed below, is physically fit to enter onto High Point's premises and/or participate in any Activities.

This Waiver shall continue in effect in perpetuity so that each time Visitor enters High Point's premises and/or participates in Activities from the date this waiver is signed forward he/she shall be bound by the terms and conditions of this Agreement until such time as Visitor withdraws this Waiver by written notice.

If any provision of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision other than to the extent it is held illegal or unenforceable, will not be affected.

Visitor agrees that any action or claims relating in any way to this Agreement, the rights conferred hereby for entry onto High Point's premises, including claims for personal injury or related loss must be resolved by arbitration in Chattanooga, Tennessee according to the then prevailing rules and procedures of the American Arbitration Association. The prevailing party in any such arbitration shall be entitled to recover its costs of arbitration including attorneys' fees. The arbitrator's award will be final and binding and judgment may be entered in any Tennessee court of competent jurisdiction.

In the event the previous paragraph should be found to be unenforceable by a court of competent jurisdiction in Chattanooga, Tennessee, I agree the laws of the State of Tennessee shall govern the rights and obligations of the parties to this Agreement and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against the Released Parties shall be brought solely in the Circuit Court for Hamilton County, Tennessee, and **I AGREE TO WAIVE MY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING AGAINST THE RELEASED PARTIES.**

By signing below, I agree to waive my right to ownership of or compensation for any images obtained by High Point on High Point's premises and/or while I am participating in any Activity, and I acknowledge and agree that High Point may use such images for any purpose.

I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL WITH FULL KNOWLEDGE AND UNDERSTANDING THAT I AM AGREEING TO RELEASE AND INDEMNIFY ALL RELEASED PARTIES AGAINST ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR DEATH. I AM AT LEAST 18 YEARS OF AGE, I AM LEGALLY COMPETENT TO SIGN THIS AGREEMENT; I HAVE CAREFULLY READ THIS AGREEMENT, AND I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT ARE LEGALLY BINDING UPON ME, MY ASSIGNS, HEIRS, REPRESENTATIVES, EXECUTORS AND ADMINISTRATORS.

IF VISITOR IS UNDER 18 YEARS OLD –UNDERSIGNED PARENT/GUARDIAN CONSENT: I am the parent or legal guardian of the minor listed below and hereby consent to the Minor's entering onto High Point's premises and/or participating in Activities, as defined above. In consideration of Minor's entry onto High Point's premises and/or participation in one or more Activities, I agree, personally and on behalf of the Minor and any other parent or legal guardian of the Minor, to be bound by the terms and conditions written in this Agreement. I represent that I am at least eighteen (18) years of age and legally competent to sign this Agreement. I understand that if I am not the parent or legal guardian of the minor listed below, by signing below I am committing **FORGERY** and may be subject to criminal as well as civil penalties, and I indemnify and hold The Released Parties harmless for any claim, which may arise as a result of my forgery. A photocopy of this Agreement or a record of this Agreement sent and received by facsimile, email or other electronic transmission, shall be enforceable and shall have full legal effect as an original.

Signature of Adult Visitor or Parent/Guardian if Visitor is under 18 years of age: _____

Printed Name _____ **Date** _____

Visitor Last Name	Visitor First Name	MI	Date of Birth
Address	City	State	Zip Code
Cell/Home Phone Number	Alternative Phone Number	Email Address	
Emergency Contact Name	Emergency Contact Phone Number	Relationship to Visitor	

WAIVER ACCEPTED BY:	TOP-ROPE TESTED _____ DATE _____ TEST PERFORMED BY:	LEAD TESTED _____ DATE _____ TEST PERFORMED BY:	CLIMB ONLY _____	SPECTATOR _____		
TYPE OF USER	DAY PASS	MEMBER	B-DAY	CLIMB ONLY	FITNESS	GROUP