

# Upper Limits Rules of the Gym



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

- For each visit, all climbers must check in at the front desk upon arrival. Please tell us if your address has changed.
- All climbers and belayers must sign all parts of the release form before they will be allowed to participate.
- The skills used in this facility do not transfer to or prepare you to climb outdoors. Further instruction is necessary before climbing outdoors.
- Climbers 13 years old or younger must be accompanied by a parent or adult guardian at all times, unless lessons are scheduled.
- All climbers who would like to belay must be checked for proficiency by an Upper Limits staff for knowledge of proper belaying (belaying is managing the safety rope for the climber), knot tying, climbing commands, and equipment checks before being allowed to belay. WARNING - belaying without being checked or removal of tags by a climber will result in loss of climbing privileges.
- Climber and belayer **must always double check each other's** systems before **each and every** climb
- All lead climbers and lead belayers must be checked for proficiency by an Upper Limits staff. Lead climbers have the right of way on all climbs.
- Any injuries or damaged equipment must be reported to staff.
- Upper Limits staff will be walking the gym supervising procedures. If a climber or belayer is seen being unsafe, they will both be required to take a \$10 safety course.
- 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 please.
- For insurance purposes, no instruction is allowed except by an Upper Limits staff member during a class.
- Bouldering may only take place in the following locations... Downtown: tan areas and upstairs; West County: on the topout boulder; Bloomington: the cave, outdoor boulder, and below the first bolt in the main room
- Bouldering rules: Children under the age of 13 must have adult supervision while bouldering. Spotters are recommended. Bouldering without a harness is also recommended.
- Help us watch for loose holds – please inform a staff member.
- 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, running, yelling, jumping or swinging on ropes.
- 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, no food and open drinks allowed in climbing areas. No headphone while climbing.
- 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.

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., and Upper Limits 3, Inc. (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., and Upper Limits 3, Inc. 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 a minor, 17 years and younger:**

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

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

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR VISITOR AND I HAVE READ THIS VISITOR AGREEMENT IN ITS ENTIRETY. I AM SIGNING THIS RELEASE ON MY OWN BEHALF AND ON THE BEHALF OF THE MINOR VISITOR.

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

**Address:**     Same as participant     Alternate address (list below- required)

\_\_\_\_\_

**Street**

\_\_\_\_\_

**City**

\_\_\_\_\_

**State**

\_\_\_\_\_

**Zip**

**For an adult, 18 years and older:**

**Adult Visitor Signature:** \_\_\_\_\_

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

I HAVE READ THIS VISITOR AGREEMENT IN ITS ENTIRETY AND I AM SIGNING THIS RELEASE ON MY OWN BEHALF.

**Please complete the following section with PARTICIPANT'S information.**

\_\_\_\_\_

First name

\_\_\_\_\_

MI

\_\_\_\_\_

Last name

(\_\_\_\_\_) \_\_\_\_\_

Phone Number

\_\_\_\_\_

Street Address

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip Code

\_\_\_\_\_

E-mail address

\_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Birth

\_\_\_\_\_

Age

Male  Female

\_\_\_\_\_

Emergency Contact Name

\_\_\_\_\_

Emergency Contact Phone

\_\_\_\_\_

Relation

Do you have any medical problems we should know about? Yes  No  Explain \_\_\_\_\_

How did you hear about us? \_\_\_\_\_ Would you like to be added to our mailing list? Y  N

**Waiver Accepted By:** \_\_\_\_\_

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

Cashier Memo \_\_\_\_\_

Logged into RGP (Init.)

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