

**ACKNOWLEDGEMENT OF HAZARD ASSUMPTION OF RISK WAIVER  
OF LIABILITY FOR:  
Higher Ground II, LLC, aka Inside Moves Climbing Gym**

In consideration for my being allowed to use Inside Moves Climbing gym, and all related training facilities, I the undersigned hereby agree to and acknowledge the following:

**ASSUMPTION OF RISK:** I hereby acknowledge and accept and agree that the sport of rock and/or ice climbing and the use of Inside Moves Climbing Gym (henceforth known as Inside Moves) involves inherent risks. I have received full information and the opportunity to ask any questions that I wished. I have examined the climbing wall and have full knowledge of the nature and extent of risks associated with rock climbing and the use of the climbing wall, included but not limited to:

- a. All manner of injury resulting from falling off or from the climbing wall and hitting the floor, wall faces, people or more projections, whether permanently or temporarily in place.
- b. Rope abrasion, entanglement, and from other injuries resulting from activities on or near the climbing wall such as, but not limited to, belaying, rappelling, lowering on the ropes, rescue systems and other rope techniques.
- c. Injuries resulting from falling climbers or dropped items, such as but not limited to ropes, climbing hardware, wall parts, ice axes or personal property of other climbers.
- d. Cuts and/or abrasions resulting from skin contact with the climbing wall or any other surfaces.
- e. Failure of the ropes, slings, harnesses, runners, climbing holds, anchor points or other parts of the climbing wall.
- f. Failure to follow Inside Moves instructions or failure to ask for information.

I acknowledge that the above list is not inclusive of all the possible risks associated with the use of the climbing wall and related training facilities.

**RELEASE:** I hereby release and discharge Inside Moves, its owners, affiliates, agents and employees, and their successors and assigns, from any and all liabilities, suits, claims and demand actions or damages (including attorney fees and disbursements) incurred by me arising out of the use of or intended use of the climbing wall, including, without limitations all claims for property damage, personal injuries or wrongful death whether arising from the negligence of the releases or otherwise, to the fullest extent permitted by law. This release is binding on my heirs, assigns and agents. If I see or hear anything I feel is questionably dangerous, it is my responsibility to ask or inform Inside Moves employees until corrected or satisfactorily answered.

**INDEMNIFICATIONS:** I hereby agree to indemnify and hold harmless Inside Moves, its owners, affiliates, agents, and employees, and their successors and assigns from any and all causes of action, claims, demands, losses and costs or any nature whatever arising out of or in any way relating to my use of the climbing wall. This indemnification is binding on my heirs, assigns and agents.

**AGREEMENT TO FOLLOW SAFETY POLICIES OF INSIDE MOVES:** I accept full responsibility for my own safety and the safety of other climbers and spectators while on the premises of Inside Moves or its affiliates. I agree to abide by and help enforce the following safety policies:

1. All climbers must participate in the climbing wall orientation, must be familiar with the following policies and must have signed and filed this form with Inside Moves to be allowed to climb on the climbing wall.
2. All climbing wall users must undergo a belay skills test in order to become a qualified user. New Belayers will be trained and qualified by a Inside Moves Wall Supervisor.

3. All un-belayed climbing is prohibited except in designated bouldering areas or in other areas with height of feet only off the ground of 5' (five feet).
4. The Inside Moves Wall Supervisor or Climbing Wall Instructor must approve all climbing equipment not provided by Inside Moves.
5. All belayed climbing must be on Inside Moves provided ropes and must be belayed through an approved belay device. All belay devices other than those provided by Inside Moves may not be used unless approved by the Climbing Wall Supervisor. Roped climbers and belayers must wear approved harnesses.
6. Climbers will tie the rope directly into their harnesses with a FIGURE EIGHT FOLLOW THROUGH KNOT.
7. The supervision of any child in my party is my responsibility and not the responsibility of Inside Moves. Any behavior that is deemed inappropriate by the climbing wall supervisor will not be tolerated. Action will be at the discretion of the Climbing Wall Supervisor and could include the child being asked to return all equipment and cease climbing on Inside Moves walls.
8. Equipment is assigned in as "AS IS" condition. The climber accepts full responsibility for the care of the equipment and agrees to pay Inside Moves an amount equal to any loss or damage resulting from its use other than reasonable and normal wear and tear.

All climbers must inform Inside Moves Personnel and all other climbers of any situation seen as unsafe or not in accordance with the safety policies. All climbers are asked to assist and encourage less experienced climbers. All accidents or equipment damages must be reported immediately.

Inside Moves reserve the right to deny access to its facilities to any individual permanently or for a specific period of time for any breach of its safety policies, or for any conduct that is viewed as unsafe or inappropriate.

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
 User Signature Date

\_\_\_\_\_  
 Name Printed Clearly

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Date of Birth

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_(\_\_\_\_\_)\_\_\_\_\_  
 Telephone & Emergency Contact

\_\_\_\_\_  
 Medical Problems we should be aware of

**FOR PARENTS/GUARDIANS OF A PARTICIPANT OF MINOR AGE (UNDER 18 ON DAY OF VISIT).**

This is to certify that I, as the parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all of the releases and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Inside Moves from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X\_\_\_\_\_/\_\_\_\_\_/201\_\_\_\_\_  
 Parent/Guardian Signature Date