

**ACKNOWLEDGEMENT OF HAZARD ASSUMPTION OF RISK WAIVER
OF LIABILITY FOR:
Higher Ground Rock Climbing Center Ltd.**

In consideration for my being allowed to use Higher Ground Rock Climbing Center Ltd., 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 Higher Ground Rock Climbing Center Ltd. (henceforth known as Higher Ground) involve Inherent risks. I 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, including 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 other injuries resulting from activities on or near the climbing wall such as but not limited to climbing, 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 part of the climbing wall.
- f. Failure to follow Higher Ground 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 Higher Ground Rock Climbing Center Ltd., 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 limitation, 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 Higher Ground Rock Employees until corrected or satisfactorily answered.

INDEMNIFICATION: I hereby agree to indemnify and hold harmless Higher Ground Rock Climbing Center Ltd., 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 HIGHER GROUND ROCK CLIMBING CENTER LTD.: I accept full responsibility for my own safety and the safety of other climber and spectators while on the premises of Higher Ground 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 Higher Ground Rock Climbing Center Ltd. 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 Higher Ground Wall Supervisor.
3. All unbelayed 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 Higher Ground Wall Supervisor of Climbing Wall Instructor must approve all climbing equipment not provided by Higher Ground.
5. All belayed climbing must be on Higher Ground provided ropes and must be belayed through an approved belay device. All belay devices other than those provided by Higher Ground 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 Higher Ground. 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 Higher Ground walls.
8. Equipment is assigned in an "AS IS" condition. The climber accepts full responsibility for the care of equipment and agrees to pay Higher Ground an amount equal to any loss or damage resulting from its use other than reasonable and normal wear and tear.

All climbers must inform Higher Ground 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 damage must be reported immediately.

Higher Ground Rock Climbing Center Ltd. reserves the right to deny access to its facilities to any individual permanently or for a specific period of time for any breach of any of its safety policies, or for any conduct that is viewed as unsafe or inappropriate.

_____/_____/201
 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 the releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Higher Ground Rock Climbing Center Ltd. 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