



HIGH EXPOSURE LLC WAIVER

ACKNOWLEDGMENT OF RISKS ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY

Last Name _____ First: _____ DOB: ____/____/____

Address: _____
Street City State Zip

Today's Date: ____/____/____ Phone: _____ Cell: _____

E-Mail Address: _____

In an emergency, please notify: _____ Phone: _____

How did you find out about us? _____

Warning: There are significant elements of risk in any adventure, sport or activity associated with a “rock gym”, climbing wall, bouldering area, Parkour, Ninja Warrior and Free Running, Obstacle training and incidental weight and fitness training regiments and equipment (referred to herein as “activity”). Although we have taken reasonable steps to provide you with appropriate equipment and or skilled instructors so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk at any competency level.

Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death.

**Do not sign this form until you have read it completely and understand its terms.
This form has significant legal consequences.**

ACKNOWLEDGMENT OF RISKS: I acknowledge that the following describes some, but not all of the risks one can face while participating in the above activities. 1) Slips, trips, falls or painful crashes while using the facilities or equipment, climbing walls, bouldering areas, landing pits/mats, work out areas, lache bars, nets ropes; physical demands involving crimping, dinoing, jumping or other movement of height, speed, jumps and vaults. Risks to walking on floors below or around the climbing/Parkour Ninja areas, or bathroom facilities, mezzanine or stairs: 2) Risk associated with traversing, climbing, or down climbing: 3) Misuse of the equipment of facilities or failure of equipment: 4) Users (your) physical strength, coordination, sense of balance, and ability to follow or give directions while climbing, belaying or working out: 5) Fatigue, chill and/or dizziness, which may diminish the users (your) reaction time and increase the risk or accident: 6) Abrasion from entanglement with ropes or equipment: 7) The presence, actions or falls of other participants. The user (I) understand(s) the descriptions of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. The user (I) understand that the user (I) will use good judgement to be aware of my surroundings at all times. In addition, I agree to hold High Exposure harmless to possible injury, physically or mentally or even die,

INITIAL: _____ DATE: _____

The users (I) acknowledge that personal property is the user's (my) responsibility and High Exposure is not responsible for any loss or damage.

INITIAL:_____ DATE:_____

The users (I) acknowledge that other persons participating in such activities can cause the user, (me) injury or damage my property or The user, (I) can cause damage to a person or their property Improper use of equipment or equipment use that was not intended for use for that session.

INITIAL:_____ DATE:_____

The user (I) release and hold harmless High Exposure, its servants its agents or associations from any and all claims which are my by me or on my behalf or that of my minor for or in respect of or arising out of any injury, loss or damaged property whether by negligence, breach of contract or in any way what so ever.

INITIAL:_____ DATE:_____

Certification: I understand and acknowledge that I or my child are in good health and have no physical injuries that would prevent me in engaging in any of the actives provided at High Exposure LLC.

INITIAL:_____ DATE:_____

Climbing: EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I and any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents and illness (including death), and any related expenses. I also assume responsibility for damage to or loss of my/our personal property. I also assume risk for accidents or injury caused by the negligence of my belayer or spotter whether such negligence is comparative or contributory. I am aware of the meaning of the terms “Unroped Climbing” (aka: “Bouldering”), “Top Rope Climbing”, and “Lead Climbing” and understand the differences between the activities. I accept that lead climbing is the most dangerous due to the hazard to both leader and belayer. I agree to be belayed certified for participating in the belay activity and on being belayed I waive any right to claim harm from High Exposure due to the negligence of my belay partner while climbing. I agree to follow all posted rules and regulations of the gym in climbing and non-climbing areas. I acknowledge that wearing appropriate clothing and footwear are basic safety precautions, and that wearing a UIAA approved helmet may help prevent head and/or neck injuries. Helmets are required on several features, posted at the base of the climb or addressed by a staff host, other features do not require helmet wearing but is at the climbers own risk.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck and/or spinal injuries; insect bites or allergic reactions; shock, paralysis, and/or death.

This sport involves complete concentration and focus and awareness of my body in its surroundings. I also must be able to assess by own capabilities and others to keep me free from injury and stop at an activity when feeling fatigued, light headed, faint, nauseous, weak or in pain. I will hold I will not continue an activity if I have bruised, torn or pulled a muscle, ligament or joint and if I do so without notifying an instructor, it is at my own risk my (or my child’s) body of this high risk sport.

For Rock Climbing/Action Adventure Participation I have read and agreed to above:

INITIAL:_____ DATE:_____

Parkour/Ninja Warrior/ Obstacle Training: EXPRESS ASSUMPTION OF RISK AND

RESPONSIBILITY: I (my child) am familiar with the concept of Parkour/Ninja Warrior and Obstacle training and the physical demands of jumping leaping, vaulting climbing, running, flipping and any other movement associated with these sports. These sports are a high impact sport and involves complete concentration and focus and awareness of my body in its surroundings. I also must be able to assess my (my child's) own capabilities and others to keep me free from injury and stop at an activity when feeling fatigued, light headed, faint, nauseous, weak or in pain. I will hold I will not continue an activity if I have bruised, torn or pulled a muscle, ligament or joint and if I do so without notifying an instructor, it is at my own risk. my (or my child's) body of this high risk sport.

INITIAL: _____ DATE: _____

COVENANT OF GOOD FAITH: I recognize that you, as a provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participation in the activity. I (my minor) accept your right to take such actions for the safety of myself and/or other participants.

INITIAL: _____ DATE: _____

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. I either have the appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

Media Interest: I agree that any film or photographs of me/my child, as participants, become your property and may be used for promotional or commercial purposes.

INITIAL: _____ DATE: _____

RELEASE: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns do hereby release:

High Exposure LLC.,

its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property and activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of recklessness or gross negligence).

I have read and understood the foregoing acknowledgment of risk, assumption of risk and responsibility, and release of liability. I understand that by signing this form I may be waiving valuable legal rights. Also, I acknowledge that I have been given a copy of this document.

Participant Name-PLEASE PRINT

Signature:

If the participant if under 18, the parent or legal guardian must sign:

Parent /Legal Guardian Signature