

- 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., Upper Limits 3, Inc., and Upper Limits 4, LLC. (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., Upper Limits 3, Inc., Upper Limits 4 LLC. 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 minor participants, 17 years and younger:

Parent Signature: _____

Date: _____

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR VISITOR AND I AM SIGNING THIS RELEASE ON MY OWN BEHALF AND ON THE BEHALF OF THE MINOR VISITOR.

Legibly Printed Name: _____

Parent/Legal Guardian Address: Same as participant Alternate address (list below- required)

Street

City

State

Zip

Adult participants, 18 years and older:

Adult Participant Signature: _____

Date: _____

PARTICIPANT INFORMATION

_____	MI	_____	(____)	_____
First name		Last name	Phone Number	
_____	_____	_____	_____	_____
Street Address	City	State	Zip Code	
_____	____/____/____	_____	Male_____	Female_____
E-mail address	Date of Birth (M/D/Y)		Age	
_____	_____	_____	_____	_____
Emergency Contact Name	Emergency Contact Phone		Relation	
Do you have any medical problems we should know about? Yes _____ No _____ Explain _____				

Waiver Accepted By:

Customer Type: DAILY BD GA RG101 FC MB YC Other: _____

Cashier Memo _____ Logged into RGP (Init.)

Belay Status: Climb Only TR - Checked by _____ Lead - Checked by _____



ZIPLINE and PAINTBALL PARK

5320 State Road (Highway) MM
 St. Louis (House Springs), MO 63051
 (314) 366-1145
Fun@AdventureValley.com

**WAIVER & RELEASE OF LIABILITY FORM
 PARTICIPANT USER AGREEMENT and EQUIPMENT RENTAL**

This waiver is a legal document, and all of its terms are important. PLEASE READ IT CAREFULLY.

I understand that I will participate in one or more of zipline, challenge course, paintball, and other outdoor activities (collectively, the “**Outdoor Activities**”) on the property of Adventure Mountain, LLC and Adventure Valley, LLC. I also understand that the ziplines, challenge course, and related activities are operated by Adventure Valley Zipline, LLC, and that the paintball fields and related activities are operated by Adventure Valley Paintball, LLC. I am giving this waiver and release of liability to Adventure Valley, LLC, Adventure Valley Zipline, LLC, Adventure Valley Paintball, LLC, and Adventure Mountain, LLC, and their agents, owners, associates, and all other persons or entities acting in any capacity on their behalf (collectively referred to herein as “**Adventure Valley**”), whether or not I participate in all of the Outdoor Activities. In consideration of Adventure Valley furnishing services or equipment to me to participate in the Outdoor Activities or enter upon property of Adventure Valley, I (personally and as a guardian of any participating person) hereby voluntarily release, indemnify, discharge, hold harmless, and covenant not to sue Adventure Valley, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate for any and all claims or liabilities arising out of any negligence, recklessness, strict liability, breach of contract, intentional acts, or any other act or omission which causes the undersigned or any other person illness, injury, death, or damages of any nature in any way connected with my participation in the Outdoor Activities or being on the lands of Adventure Valley. I understand, agree, and acknowledge that:

1. The Outdoor Activities, including ziplines, canopy tours, challenge courses, paintball, and hiking, have inherent risks, dangers, and hazards and these may exist in my use of Adventure Valley property and equipment and my participation in the Outdoor Activities. My participation in the Outdoor Activities and use of any equipment may result in bodily injury, strains, fracture, partial or total paralysis, loss of eyesight or hearing, exposure to insect and snake bites, extreme temperatures and weather, slips, falls, collisions with other participants or objects, plant and animal encounters, injury and illness in remote areas without means of rapid evacuation or adequate medical care, or other ailments and events that could cause serious disability or death. These risks and dangers may be caused by the negligence of owners, employees, officers, or agents of Adventure Valley, the negligence of participants or others, accidents, breaches of contract, forces of nature, or any other causes. If I choose to participate in the Outdoor Activities, risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, decisions or misjudgments of a guide, weather, trail or property conditions, my ability to participate in the activity, falling from high platforms, stands or towers, tripping, falling, running into objects or people, animal and insect bites, and other hazards that are integral to recreational activities in outdoor or recreational environments.

2. By participating in these activities and/or use of equipment, at any time, whether past, present, or future, I hereby assume all risks, dangers, and responsibility for any losses or damages, whether caused in whole or in part by the negligence or conduct of the owners, agents, officers, or employees of Adventure Valley or by any other person that may arise from foreseeable or unforeseeable causes. I, on behalf of myself or as legal guardian of any participant, understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct of the owners, agents, officers or employees of Adventure Valley. I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Outdoor Activities or Adventure Valley property, or else I agree to bear the costs of such injury or damage myself. If Adventure Valley employees perform any work on my equipment, I hereby release them and Adventure Valley from any damage or injury that may occur, regardless of whether such employees were negligent or careless in any way.

3. I represent and acknowledge that: (A) If participate in the ziplines: (1) My body weight is 250 pounds or less, and I have no physical conditions preventing me from following instructions or that might be aggravated by participating; and (2) I must operate a hand brake on the ziplines, and I am solely responsible for operating it. I release Adventure Valley and its employees from any and all liability in connection with my use of, or the condition of, the hand brake. (B) If I participate in paintball, I am 12 years old or older.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND BY SIGNING IT, AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE ADVENTURE VALLEY FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY RECOGNIZE AND UNDERSTAND THAT IF I (OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE), AM HURT, DIE, OR MY PROPERTY IS DAMAGED, I AM GIVING UP MY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ADVENTURE VALLEY FOR ANY INJURY, DAMAGE OR DEATH. I EXPRESSLY ASSUME ALL RISKS. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS ON BEHALF OF MYSELF AND AS GUARDIAN OF ANY PARTICIPANT. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Adventure Valley or its agents are a party shall be the Circuit Court of St. Louis County, Missouri, but this does not in any way affect the enforceability of the above waiver and release.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in the Outdoor Activities, and I sign this release on their behalf. In addition, I give Adventure Valley permission to treat said minor in case of illness, injury, emergency, or accident, and release all persons associated with Adventure Valley for any liability related to any such treatment. Should emergency medical services become necessary for me or such minor, the expenses are the sole responsibility of the participant. Adventure Valley reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of Adventure Valley while on their lands or participating in their activities. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I also give permission, individually and on behalf of any minor, to use any photographs, videos, or images of me and any minor in any advertising or promotions, unless and until I request that Adventure Valley remove such images, at which time I understand that Adventure Valley shall have no obligation to do so until any such promotional campaign has ended.

I have read this Release, and am bound by it whether or not I have read it. I also agree to all of the Rules that Adventure Valley may set concerning the Outdoor Activities, which are incorporated in this Release.

Participant's Printed Name: _____

Signature: _____ **Date:** _____

Address: _____

Phone number: _____

Guardian's Printed Name (if under 18): _____

Signature: _____

EQUIPMENT RENTAL (Paintball only): I am renting or borrowing the following items, and I am responsible for their return. I agree to pay any cost of replacement if I damage or fail to return any of these items, and I authorize Adventure Valley to charge any credit or debit card I may use at Adventure Valley for this purpose.

- () Marker, Bottle, Hopper, Goggles Number of items _____
- () Pistol Number of items _____
- () Pods Number of items _____
- () Harness (2 Pods) (4 Pods) Number of items _____
- () Neck Protector Number of items _____
- () Chest Protector. Number of items _____
- () _____ Number of items _____