

## High Point Climbing and Fitness - Birmingham

### Facility Rules

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

- For each visit, all visitors will check in at the front desk upon arrival. If you have an address change, please let us know.
- All visitors (including but not limited to climbers and belayers) must fully execute the Visitors Agreement and complete a facility orientation before participating in any activities or walking on the pads.
- Before being allowed to belay, individuals will be tested for proficiency by facility staff for knowledge of the following: proper belaying (managing the rope for a climber), knot tying, climbing commands and equipment checks. Belaying without being tested will result in loss of climbing privileges. The minimum age for belaying at the facility is 11.
- High Point staff must test all lead climbers and lead belayers for proficiency. Lead climbing ropes may be rented. If you wish to use your own, a separate waiver must be signed.
- Boulderers are responsible for providing their own spotter. It is recommended that climbers age 13 and under only boulder as high as they are tall.
- Only climbing equipment approved by High Point staff is to be used in the climbing facility. All belayers must belay directly off of their harness. Climbers must tie in with a figure 8 knot.
- **Loose chalk is not allowed in the facility. Chalk balls only!**
- For insurance purposes, no instruction is allowed except by High Point staff.
- Climber and belayer must always double-check each other's systems before each and every climb.
- When using the auto belays you may only climb an arms width to either side of the point where the auto belay is anchored at the top of the wall.
- A parent or adult guardian must accompany climbers 13 years old or younger at all times unless lessons are scheduled. Children 13 and under are not allowed to use the training and fitness areas of the facility.
- No bare feet allowed anywhere! This complies with State Health Codes.
- No horseplay! No running, yelling, jumping or swinging on ropes. No headphones allowed while climbing or belaying.
- No alcohol, drugs, tobacco, or vaping allowed. Anyone suspected of being under the influence will not be permitted in the facility. No foul language on High Point's premises. No chewing gum for safety reasons. Also, food and open drinks are not allowed on padded surfaces.
- Personal items are not allowed on padded surfaces. Water bottles, bags, etc., should be stored in cubbies or lockers.
- Management has the right to suspend or terminate any visitor's membership for violation of the facility 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 High Point staff.
- Any injuries or damaged equipment must be reported to High Point staff.
- These are not all of the facility's policies. Participants are responsible for reading additional policy information posted in the facility.
- When visiting another High Point facility, it is the visitor's responsibility to ask and familiarize them self with any differences in policies or rules.

**This page is for information only. It is not necessary to print this page.**

**High Point Climbing and Fitness**  
**Birmingham Location**

**Visitor Agreement**

(Including assumption of risks and agreements of release and indemnity)

In consideration of the use of the premises, facilities and services of High Point (defined below), I (the "Visitor") and, if the Visitor is less than nineteen years of age (a minor), his or her parent or legal guardian (the "Parent," who is executing this agreement on behalf of the Visitor and hereby represents and warrants that they are such Visitor's parent or legal guardian) understand, acknowledge and hereby agree as follows.

This Visitor Agreement pertains to the High Point Climbing and Fitness Birmingham facility, located at 4766 Hwy 280, Birmingham, AL. High Point Climbing, LLC leases the facility from High Point Birmingham, LLC. High Point Climbing, LLC operates the facility doing business under the following names: "High Point Climbing and Fitness: Birmingham", "High Point Climbing and Fitness", and "High Point Birmingham." As used in this Agreement, the term "**High Point**" means and includes High Point Climbing, LLC doing business under such names at 4766 Hwy 280, Birmingham, AL.

**Activities and Risks:** I understand that the activities offered by High Point include, but are not limited to, the following (collectively, the "Activities"): climbing on and rappelling from artificial indoor and outdoor walls of up to 55 feet in height, bouldering, slacklining, team building activities, rescue training and other activities on aerial equipment, yoga, and fitness training and classes, including the use of stationary bicycles and other aerobic and weight equipment. The Activities require moderate to heavy physical exertion. Bouldering, slacklining, and certain other aerial activities will not use harnesses or rope for fall protection. All Visitors will receive an orientation in the use of the facility. No Visitor may belay another unless and until he or she has been tested and determined to be qualified by High Point staff to do so. High Point staff have no responsibility to assist, supervise or even observe Visitors in their activities or movement about the facility, except while instructing or testing. Fitness training, yoga classes, and/or High Point's climbing school may be operated by independent contractors and/or tenants of High Point. When that is the case, the independent contractor or tenant, not High Point, is responsible for its respective activities, and disputes and claims arising from their activities must be resolved with the contractor or tenant, not High Point. Visitors are free to move about the premises, including parking areas, at their own risk. No Visitor is allowed in an activity area of the facility who is under the influence of alcohol or any other substance, or who, for any reason, might be a danger to themselves or to others.

I understand that climbing and the Activities are inherently 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; failing to properly secure themselves to belay devices; falls from walls, boulders and other structures and equipment; abrupt contact with other persons, 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. Rented equipment is accepted by the Visitor in an "as is" condition and without any warranty as to condition, fitness or otherwise. Visitors share the responsibility for managing the risks of High Point and its activities, supervised or not, and must follow staff instructions and directions, High Point Rules and Policies.

I understand that High Point staff are not responsible for the condition of any equipment I bring to High Point, including harnesses, belay devices, and ropes, and that it is my responsibility to continually inspect and maintain such equipment and follow the manufacturers' instructions.

**Assumption of Risks:** The risks described above, and others, are inherent to High Point, their Activities and premises -- that is, they cannot be eliminated without destroying the basic nature of the visit to High Point and reducing its appeal and value. 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. If the Visitor is a minor, I, Parent, have discussed the activities and risks with the minor, who understands them and wishes to participate nevertheless.

**Release and Indemnity:** I, for myself and, to the maximum extent allowed by law, on behalf of my minor child or ward, if applicable, agree to release and not to sue, and to defend and indemnify (that is, to pay or reimburse damages and costs, including attorneys' fees), High Point Climbing, LLC; High Point Birmingham, LLC; LR Climbing LLC; and their respective owners, members, directors, officers, coaches, instructors, staff and contractors (all referred to as "Released Parties") with respect to any and all claims of injury, disability or death, products liability (including strict liability), breach of warranty or other loss or damage to person or property in any way related to my, or the minor Visitor's, visit to High Point, including the use of its facilities, equipment 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 acknowledge and agree to the following additional provisions:

I agree to abide by High Point rules.

I hereby authorize and grant permission to High Point staff to secure emergency medical treatment for myself or, if my minor child or ward is the Visitor, for the minor. I have insurance sufficient to cover medical costs that may be incurred and/or in any event I agree to be responsible for such costs. I represent that neither I nor the minor Visitor (if applicable) have any mental or physical condition that might create risks to ourselves or to others. I understand that High Point reserves the right to deny or terminate a Visitor's participation in its Activities, in its sole discretion.

I authorize High Point to take photographs and videos of me or the minor Visitor for any lawful purpose (e.g., publicity, web content) without compensation and agree that such photographs and video are the property of High Point.

I, along with the Released Parties, agree that the laws of the State of Alabama shall govern this agreement and that any action or claim relating in any way to this agreement, High Point, the Activities, or any other dispute between a Released Party and a Visitor or Parent shall be brought solely in a court of competent jurisdiction in Shelby County, Alabama. The prevailing party in any such action or claim shall be entitled to recover its related costs including attorneys' fees. I, along with the Released Parties, AGREE TO WAIVE MY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING related in any way to this agreement, High Point, or the Activities.

This agreement shall be binding, to the fullest extent allowed by 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 remain in full force and effect.

I understand that each time I, or the minor Visitor, visits High Point, then I, or the minor Visitor, shall be and remain bound by the terms and conditions herein; provided, however, that High Point may

require a modification or replacement agreement in the future as a condition to further visits to High Point.

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 High Point was facilitated by that forgery.

I have read, understood, and fully informed myself of the contents of this agreement, which constitutes a binding contract.

For a minor, 18 years and younger:

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

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

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

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

Address:  Same as visitor  Different from visitor (must list below)

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

For an adult, 19 years and older:

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

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

I HAVE READ THIS VISITOR AGREEMENT (WHICH INCLUDES AGREEMENTS OF RELEASE AND INDEMNITY) IN ITS ENTIRETY AND I AM SIGNING IT ON MY OWN BEHALF.

Complete the following section with the Visitor's information

First Name	MI	Last Name	Phone Number
Street Address		City	State Zip
Email Address		Birthdate	Age
Emergency Contact		Phone	Relation
Would you like to receive our monthly newsletter? <input type="radio"/> Yes <input type="radio"/> No How did you hear about us? _____			

Waiver Accepted By: <input type="text"/>	<input type="radio"/> Climb Only	<input type="radio"/> TR Passed – Tested By _____	<input type="radio"/> Lead Passed – Tested By _____
Memo: _____			Entered into RGP <input type="text"/>
<input type="radio"/> Day Pass	<input type="radio"/> Bday	<input type="radio"/> GA	<input type="radio"/> Team Build. <input type="radio"/> Group <input type="radio"/> Class _____



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