

Terms of Use and Waiver and Release of Claims Agreement  
*This release is a binding Legal Contract, Please read it carefully before signing*

Please Print Clearly

Urban Rocks Gym L.L.C.  
1007 Appling Street  
Chattanooga, TN 37406  
urbanrocksgym.com

Today's Date \_\_\_\_\_

Name of user(s) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

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

Phone (    ) \_\_\_\_\_ E-Mail \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

We do not sell or give away customer information

Urban Rocks Gym Policies

Urban Rocks Gym reserves the right to add or change gym policies at any time. Any such addition or change of policies will be posted in the lobby of the facility. Climbers and others using Urban Rocks Gym are required to inform themselves of new rules or rule changes. Policies of use and conduct include, but are not limited to:

**General Policies:**

- All Customers MUST Check-In at the front desk before climbing.
- All Customers must sign a Waiver and Release of Claims Agreement. Minors younger than 18 years must have their waiver signed by a parent or legal guardian.
- Parents are responsible for the behavior of their children while at Urban Rocks Gym.
- Memberships, Punch-cards and Day Passes are non-transferable.
- Urban Rocks Gym is not responsible for lost, damaged or stolen property while in or on the premises, or parking lot.
- No hard soled shoes, food or beverages are allowed on the padded carpet.
- No smoking, tobacco products, drugs, or alcohol are allowed in the facility or parking lot of Urban Rocks Gym.

**Climbing Policies:**

- Urban Rocks staff have the right to revoke climbing privileges either temporarily or permanently for unsafe or inappropriate behavior, which shall be determined by Urban Rocks staff at their sole discretion.
- Boulders may only "top-out" on bouldering structure on designated problems.
- No children under 12 are allowed to boulder or be in the bouldering area unless given permission by Urban Rocks management.
- All Belayers and Top-rope climbers must pass a belay test administered by Urban Rocks staff.
- Climbers must tie-in using the rewoven figure eight knot with a double fisherman's backup knot.
- Allowable belay devices include "ATC-style" devices and Gri-Gri's.
- No sitting, lying down, or using a cell phone/camera while belaying.
- No one under the age of 14 is allowed to belay unless permission is granted by Urban Rocks management.
- In addition to the belay test, all lead climbers and belayers of lead climbers must pass a lead test administered by Urban Rocks staff.
- Lead climbers must provide their own UIAA approved rope (minimum 9.5mm) which must pass a visual inspection by Urban Rocks staff
- In order to provide a visual safety verification all roped climbers and belayers must display their Belay cards while climbing.
- Route setting shall be performed only by those authorized by Urban Rocks Management

I have read and understand the above rules \_\_\_\_\_ (INITIALS)

**AGREEMENT (1) FOR ACKNOWLEDGEMENT OF RISK (2) FOR WAIVER, DISCLAIMER AND RELEASE OF LIABILITY (3)**

**NOT TO SUE & (4) FOR INDEMNITY:** I, on behalf of myself (or if signing on behalf of a child or children, on behalf of such child or children) and on behalf of my (or my minor's) heirs, personal representatives, spouse, next of kin, successors and assigns, hereby understand, acknowledge, and voluntarily agree with Urban Rocks Gym L.L.C.. its members, owners, employees, insurers and each of their respective successors and assigns (hereinafter collectively "U.R.G.") as follows:

CLIMBING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES BOTH INHERENT AND EXTRINSIC, AND BOTH NATURAL AND ARTIFICIAL RISKS THAT MAY RESULT IN ALL MANNER OF HARM, LOSS, DAMAGE, PROPERTY DAMAGE, SERIOUS PERSONAL INJURIES, OR DEATH TO ME AND/OR OTHERS FROM, FOR EXAMPLE, (a) FALLS FROM THE CLIMBING SURFACE ONTO THE FLOOR, ROCK/SURFACE, PROJECTIONS OR OTHER OBJECTS, (b) FALLING ONTO OTHERS PRESENT, (c) CLIMBERS OR OTHER OBJECTS (such as ropes, holds or hardware) FALLING ONTO ME, (d) EQUIPMENT AND GEAR DEFECTS OR MALFUNCTIONS, (e) FAILURE TO FOLLOW PROPER CLIMBING AND/OR BELAY PROCEDURES, (f) IMPROPER TRAINING, SUPERVISION AND/OR INSTRUCTION, (g) CUTS AND ABRASIONS RESULTING FROM SKIN CONTACT WITH THE CLIMBING WALL STRUCTURE, AND (h) FAILURE OF ROPES, SLINGS, BOLTS, CHAINS CLIMBING HARDWARE, ANCHOR POINTS, OR ANY PART OF THE CLIMBING WALL STRUCTURE. I fully and completely acknowledge that the above list and descriptions are not all of the risks associated with the use of and presence of U.R.G. and that the above list in no way limits the extent of this Agreement.

\_\_\_\_\_ (INITIALS)

My presence in or on any U.R.G. facilities or premises and my use of U.R.G. facilities, premises, and equipment is entirely voluntarily and with a complete and full understanding that any and all such usage, including but not limited climbing, is entirely voluntary and with a complete and full understanding that any and all such usage involves all manner of hazards and dangers. I ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY HARM, LOSS, DAMAGE, PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH TO ME OR OTHERS RESULTING FROM, ARISING OUT OF, OR ANY WAY IN RELATION TO MY USE OF (OR PRESENCE IN) U.R.G'S FACILITIES, GEAR, EQUIPMENT, CLIMBING WALLS AND APPARATUSES.

\_\_\_\_\_ (INITIALS)

I have an obligation and responsibility to myself, as well as to other users of U.R.G. to conduct myself in a safe manner. I will not use U.R.G. while under the influence of drugs or alcohol or while suffering from or experiencing any other condition that might impair me.

\_\_\_\_\_ (INITIALS)

I am responsible for checking, ensuring and maintaining the safety and safe operating condition of any and all equipment, gear, or apparel (including, but not limited to, anchors, ropes, carabiners, belay devices, harnesses and/or shoes) that I may utilize while present in or utilizing U.R.G. regardless of where or from whom I may have obtained such equipment, gear, or apparel. I use and accept those items "as is" and use them at MY OWN RISK. Furthermore I understand that wearing a helmet while climbing at U.R.G. is recommended. **If I choose not to wear a helmet, I agree to assume all risk of personal injury and death that may occur as a result.**

\_\_\_\_\_ (INITIALS)

I HEREBY WAIVE, RELEASE, AND DISCHARGE FOREVER, U.R.G. FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER, FOR ANY HARM, LOSS, DAMAGE, PROPERTY DAMAGE, PERSONAL INJURIES OR DEATH, DUE TO ANY NEGLIGENCE, OR ANY OTHER CAUSE (INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE OF U.R.G., OR ITS EMPLOYEES OR AGENTS) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PRESENCE IN OR USE OF U.R.G.

\_\_\_\_\_ (INITIALS)

I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS U.R.G. FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, LIABILITY OR JUDGMENT RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PRESENCE IN AND/OR USE OF U.R.G., ITS FACILITIES, GEAR, EQUIPMENT, OR APPARATUSES. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AND ANY OF MY CHILDREN WHO I AM SIGNING FOR SHALL HAVE (a) NO CLAIMS WHATSOEVER AGAINST, (b) HAVE NO RIGHT TO SUE, (c) HAVE NO RIGHT TO RECOVER ANY DAMAGES OR OTHER COMPENSATION FROM U.R.G.

\_\_\_\_\_ (INITIALS)

I understand and agree that all provisions of this Waiver and Release apply to all activities of U.R.G., including but not limited to indoor climbing, programs, classes and parties.

\_\_\_\_\_ (INITIALS)

If any term or provision hereof is invalid, illegal or unenforceable, the invalid, illegal or unenforceable term or provision shall be stricken only to the minimal extent necessary, and the remaining terms and provisions hereof shall remain unimpaired. No provision hereof can be waived except expressly in writing signed by U.R.G. Furthermore the laws of the State of Tennessee shall govern the rights and obligations of the parties to this release and the interpretation, construction and enforceability. I agree any lawsuit brought against U.R.G. shall be brought solely in the Circuit Court for Hamilton County.

\_\_\_\_\_ (INITIALS)

I REPRESENT AND ACKNOWLEDGE THAT I HAVE FULL READ THIS AGREEMENT AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS. I FULLY UNDERSTAND EACH AND EVERY TERM. I AM VOLUNTARILY EXECUTING THIS AGREEMENT. I FURTHER UNDERSTAND THAT THIS AGREEMENT HAS NO EXPIRATION DATE

\_\_\_\_\_ (INITIALS)

**AGREED AND ACCEPTED:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If under 18, signature of a parent or legal guardian is required.

Name of Parent or Guardian: \_\_\_\_\_ Relationship: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_