

INNER PEAKS, INC., dba
INNER PEAKS CLIMBING CENTER, INNER PEAKS CLIMBING AND FITNESS, and INNER PEACE YOGA
REQUIRED ASSUMPTION OF RISK AND WAIVER OF LIABILITY

This is a important legal document and you must read and understand it before signing.

Inner Peaks, Inc. (“**Inner Peaks**”) maintains a facility located at Suite 170; 9535 Monroe Road; Charlotte, North Carolina (the “**Facility**”) for recreational climbing, yoga and fitness activities including indoor climbing, bouldering, belaying, rappelling, lowering on ropes, rescue systems, yoga classes, slacklining, use of workout equipment, and other activities. Inner Peaks also conducts planned climbing and other activities outside of the facility. All such climbing, yoga, fitness, exercise and other like activities, both at the Facility and away from the Facility, are hereafter referred to as the “**Activities**”.

In consideration of being permitted to participate in certain of the Activities, I do acknowledge, appreciate and agree that:

1. In any physical activity, risk of serious physical injury is possible. The risk of injury resulting from any of the Activities is significant. I am aware of the physical risks involved with any strenuous exercise and understand it is my personal responsibility to consult with my Doctor regarding my participation. I do knowingly and freely assume all such risks both known and unknown, and I do knowingly and freely assume all responsibility for my participation in all Activities. I have no medical condition which would prevent me from taking part in the Activities for which I have registered, and I assume responsibility for any risk or injury I may sustain as a result of my participation. Inner Peaks advises me to obtain the advice of a physician prior to beginning a new exercise program. I represent that I am in good health and in proper physical condition to participate in the Activities for which I have registered.

2. I will comply with ALL Inner Peaks rules, both written and as stated to me by Inner Peaks staff during my participation in all Activities. I will obey the Inner Peaks staff in regards to those rules as they affect the safety of myself, other participants and observers, the property of Inner Peaks, and all natural resources used in conjunction with Activities. If I observe any hazards, either subjective or objective to the Facility, Activity participants, Inner Peaks staff, Inner Peaks property, or natural resources used in conjunction with Activities, I will immediately bring those hazards to the attention of the nearest Inner Peaks staff.

3. **SPECIFIC TO CLIMBING:** When climbing, injury may result from falling and hitting the floor, wall faces, people, rope, or fixtures. Climbing risks also include, but are not limited to, injuries resulting from: rope abrasion, rope entanglement, dropped items, other climbers, swinging belayers, and failure of ropes, slings, harnesses, knots, climbing holds, anchor points, or any part of the climbing wall.

4. **SPECIFIC TO YOGA:** Yoga is no substitute for medical diagnosis and treatment. Yoga practice and/or specific poses are not recommended for individuals with certain conditions (e.g., cardiac illness, later stages of pregnancy, or recent surgery). I recognize that it is my responsibility to notify my teacher of any serious illness or injury before every yoga class. I will not perform any postures to the extent of strain or pain.

5. **RELEASE:** I hereby release and discharge Inner Peaks, its owners, affiliates, agents and employees, and their successors and assigns (collectively the “**Operators**”) from any and all liabilities, causes of action, suits, claims, and damages (including attorneys fees and costs) related to my participation in the Activities or my use of the Facility (and participation or use by my child or any minor over whom I have supervisory custody or guardianship, whether temporary or permanent); including, without limitation, all liability and claims for property damage, personal injuries or wrongful death, except to the extent that such injury, loss or damage results from the gross negligence of an Operator. This release is binding on my heirs, assigns and agents. If I see or hear anything I feel is questionable or dangerous, it is my responsibility to ask or inform Inner Peaks employees until the condition is corrected or my question is satisfactorily answered.

6. **INDEMNIFICATION:** I hereby agree to indemnify and hold the Operators harmless from any and all liabilities, suits, claims, actions, demands, losses and costs of any nature whatsoever (including attorneys fees and costs) arising out of or in any way relating to my participation in any of the Activities and my use of the Facility (or the participation or use of my child or any minor over whom I have supervisory custody or guardianship, whether temporary or permanent), except to the extent that the same is caused by the gross negligence of an Operator. This indemnification is binding on my heirs, assigns and agents.

7. I understand that Inner Peaks reserves the right to refuse or terminate service to me for any nondiscriminatory reason at any time.

8. **SPECIFIC TO MINORS:** This is to certify that I am the parent or court appointed guardian (hereafter referred to as “parent/guardian”) OR I am not the parent/guardian but am 25 years of age or older and do have the parent/guardian’s express permission and consent for the minor participant to participate in the Activities, and with legal responsibility for the minor participant, I (binding my heirs, successors and next of kin) do consent and agree to his/her release, as provided in this “REQUIRED ASSUMPTION OF RISK AND WAIVER OF LIABILITY,” of all the Operators. I have read and individually agree to the provisions of sections 1 through 7 above and I further release and agree to indemnify and hold harmless the Operators from any liabilities (including attorneys fees and costs) incident to the minor child’s involvement, observation, and participation in Activities as described above, to the fullest extent of the law. I HAVE READ, UNDERSTOOD, AND DO HEREBY AGREE TO ABIDE BY THE TERMS OF THIS REQUIRED ASSUMPTION OF RISK AND WAIVER OF LIABILITY. I AM UNDER NO INDUCEMENT TO SIGN, AND I REALIZE THAT BY DOING SO, I GIVE UP SUBSTANTIAL RIGHTS.

9. Inner Peaks, Inc. reserves the right to use any photograph or other media taken by Inner Peaks to be used in Inner Peaks promotional materials, brochures and/or on related website.

I, the undersigned, recognize the dangers inherent in the Activities. I am assuming the hazard of this risk upon myself since I wish to participate. I realize I am subject to injury from this Activity and that no form of preplanning can remove all of the danger to which I am exposing myself (or minor children under my supervision) as described in this “REQUIRED ASSUMPTION OF RISK AND WAIVER OF LIABILITY.”

Has the Participant climbed at Inner Peaks before?: Yes [] No [] Email*: _____
For Gym Updates/News ONLY

Participant’s Printed name: _____ Phone #: _____ Date of Birth: _____

Full address: _____

City _____ State _____ Zip _____

Participant’s signature: _____ Date: _____

Signature of parent/guardian/supervising adult: _____ Date: _____

Name: _____ **(Please Print)** I am: _____ Parent/guardian _____ not Parent/guardian

In case of emergency please call: _____ Phone #: _____

Inner Peaks Staff Use Only: Waiver only: _____ Gri-gri: _____ Toprope: _____ Lead: _____