

Terms of Use

Adventure Climbing Park



First name, Last name (participant)

Street, number (participant)

Postal code, city (participant)

Date of birth of the participant (only for minors)

Email address of the participant

First name, Last name (guardian/adult accompanying person)

Street, number (guardian/adult accompanying person)

Postal code, city (guardian/adult accompanying person)

To be filled out by the instructor

Time of issue:

Time of return:

Trainer:

Adventure Climbing Park - Rules of Use

1) Confirmation of acknowledgment of the rules of use by the participant, or by the guardian/adult accompanying person for minors

Before using the Adventure Climbing Park, every participant must familiarize themselves with these rules and confirm their agreement and acknowledgment by signing. For participants under the age of 14, the legal guardian or accompanying adult must inform the participant of the rules. By signing, the guardian or adult accompanying person confirms that they have communicated the rules to the minor participant (including providing their names along with those of the minor and the participant).

Personal data collected by FREIZEIT- und SPORT-ZENTRUM MEHLISKOPF GmbH & Co. KG will be used for commercial purposes but will not be shared with third parties.

2) Personal Responsibility

The use of the Adventure Climbing Park is associated with risks **particularly when safety rules are not observed, which can lead to the risk of falls and injuries. Clothing, for example, may be soiled or damaged by resin.** Participants are liable for accidents caused by their own negligence. In cases where multiple factors contribute to an accident, participants must acknowledge their possible contribution when determining liability. The liability of FREIZEIT- und SPORT-ZENTRUM MEHLISKOPF GmbH & Co. KG is governed by section 8.

3) Minimum age limits, minimum height requirements, attire

Only persons who do not suffer from an illness or a mental or physical impairment that could pose a danger to themselves and/or others during the use of the Adventure Climbing Park are allowed to participate.

Course number 1 and 2, equipped with continuous safety systems, may be used by children **aged 6 and above**.

Course number 3, 4, and 5 may be used by children **aged 8 and above** and with a minimum height of 130 cm. **Children under 12 years old** must be accom-

panied by an adult to use the Adventure Climbing Park. A maximum of two children under 12 years old may climb per accompanying adult.

Course number 6 and 7 may only be used by participants who are 16 years old and above.

Please ensure you wear sturdy, fully enclosed footwear such as sports or athletic shoes (no sandals).

4) Carrying of Items

Personal belongings such as jewelry, mobile phones, cameras, etc., must not be carried in a manner that could pose a danger to the participant or others while using the climbing park. Upon instruction from the trainer or organizer, participants must deposit such items at the cashier for safekeeping.

No liability is assumed for items that are deposited at the equipment issuance.

Long hair must be tied back with a hair tie. Smoking is prohibited throughout the entire adventure climbing park.

5) Safety Instructions

Before using the adventure climbing park, every participant must attend a safety briefing that includes practical and theoretical components. All instructions given by the trainer or organizer are binding, and participants must strictly adhere to them. Failure to comply may result in the participant being excluded from the adventure climbing park. In cases of intentional or grossly negligent violation of safety requirements or instructions from the trainer or organizer, the participant is personally responsible for any resulting damages.

Alcohol consumption is prohibited before and during climbing. Visitors under the influence of alcohol, drugs, medications, or any other intoxicating substances are strictly prohibited from visiting the adventure climbing park.

Each task may only be attempted by one participant at a time.

A maximum of 2 people are allowed on the platforms at the same time.

6) Equipment

The safety equipment issued by FREIZEIT- und SPORT-ZENTRUM MEHLISKOPF GmbH & Co. KG, including full harness, helmet, and connecting device, must not be removed or transferred to others during use of the adventure climbing park and must be returned before leaving. The safety equipment must be used according to the instructions provided by the trainer or organizer. The safety carabiners must always be attached to the safety rope. During belaying, one of the two safety carabiners must be connected to the safety rope. **Never** should both safety carabiners be **disengaged** from the safety rope **simultaneously**. In case of doubt, a trainer or supervisor must be summoned.

7) Payment Terms

Payment for using the course must be made in cash and in advance. The entry prices displayed at the cashier apply. After 3 1/2 hours from entering the adventure climbing park, an additional fee of 4.00 EUR per participant per started additional hour applies.

Last entry is no later than 90 minutes before closing time.

For cancellations made less than 24 hours before the scheduled event or in case of no-show, a fee of 50.00 EUR will be charged. If the visit to the adventure climbing park is rescheduled for another day within the current season, the cancellation fee will be waived.

8) Limitation of Liability

FREIZEIT- und SPORT-ZENTRUM MEHLISKOPF GmbH & Co. KG is liable for personal injury within the scope of legal regulations. Liability for property and financial damages exists only in cases of intent, gross negligence, or negligent breach of a material contractual obligation (cardinal duty) by FREIZEIT- und SPORT-ZENTRUM MEHLISKOPF GmbH & Co. KG, its representatives, or agents.

9) Exclusion of Participants, Right of Admission, Closure due to Force Majeure, Non-Refund of Entry Fee

FREIZEIT- und SPORT-ZENTRUM MEHLISKOPF GmbH & Co. KG reserves the right to exclude individuals who do not adhere to the usage rules from the adventure climbing park. The company exercises its right of admission and is entitled to temporarily suspend operations or specific courses due to safety or maintenance reasons (e.g., fire, storm, thunderstorm, snow, ice, etc.). It is the visitor's responsibility to check opening hours via phone or internet in case of uncertain weather conditions. The company explicitly disclaims liability for changes in opening hours due to weather conditions.

In the aforementioned cases, no refund of the entry fee will be provided. If a guest ends their visit to the adventure climbing park prematurely at their own discretion, no refund of the entry fee will be issued as well.

10) Photo, Film, and Webcam Recordings

FREIZEIT- und SPORT-ZENTRUM MEHLISKOPF GmbH & Co. KG reserves the right to take photo, film, and webcam recordings throughout the entire facility for promotional and informational purposes.

I have read and acknowledge the above terms and conditions as binding.

Date, Signature

