

ERLEBNIWELT VELBURG

Terms and Conditions of the utilization of Erlebniswelt Velburg's high rope course, represented by the operator:

Mr Vincent Beijk, Sankt Colomann, 92355 Velburg (further on referred to as 'the operator')

1. Acknowledgement of the Terms and Conditions:

Prior to utilization of the high rope course every customer will have to acknowledge these terms and conditions. By their signatures customers will confirm they have read and understood these terms and conditions, and agree to those unconditionally. In case the customer is a minor, their parent or other authorized person of age shall read and sign the terms and conditions in lieu of the minor, thereby asserting these terms and conditions have been discussed with and understood by the minor. Additionally the parent/ authorized care taker shall sign an extra form titled 'Agreement for minors' (Einverständniserklärung für Minderjährige).

2. Medical and physical safety restrictions

2a. Restrictions for the 'Pink' kids' course

'Pink' was designed for the smallest of children not weighing in excess of 30kg and no higher than 150 cm. Children shall be accompanied at all times by their parents/ otherwise authorized adult person while utilizing the 'Pink' course.

2b. Kids', Teenagers', and Adults' courses

All customers taller than 130cm are authorized to utilize the rope-garden. Customers weighing in excess of 120kg, respectively physically shaped in a manner which does not allow for applying the mandatory safety harness are not authorized to use the rope-garden.

Individuals suffering from physical or mental conditions potentially influencing the customer's own safety or the safety of other guests of the rope-garden are prohibited from climbing the rope-garden. Customers under the influence of mind altering substances such as alcohol, controlled substances and medication will be banned from utilizing the rope-garden.

3. Utilization of the high rope course by minors

Children between the ages of 4-13 need to be accompanied by their parents/ other authorized adults at all times. The adult will ensure safety equipment (harness, shackles, etc.) are handled properly, either by climbing along with the child or by closely monitoring the child from ground level. In any event the care taking adult will attend the safety instruction brief which will enable them to ensure the safety equipment or elements thereof are handled properly, that the safety instructions are understood, and that helping support (verbal instruction) is possible at all times.

Each parent/ other authorized adult may monitor no more than two children.

- Children between the ages of 9-13 may climb by themselves yet an adult person has to be in immediate proximity (within reach).
- Children of the age of 14 and above may utilize the high rope course on their own, yet have to carry their parents written agreement and present it to rope-garden personnel. The forms are available on site or via download: <http://www.erlebniswelt-velburg.de>
- School classes or groups of minors wishing to utilize the high rope course need to proceed as follows: Parents will sign an agreement authorizing their

children to climb the rope-garden unaccompanied, yet in this event, the presence of one otherwise authorized person, such as a teacher, is necessary.

4. Safety instructions

Prior to climbing each visitor will receive theoretical and practical safety instructions through our staff. In case customers realize during instruction they might not be able to comply with these instructions, they are prohibited from further use of the rope-garden. Our staff will ensure safety harnesses are applied and secured properly; manipulating the gear, altering it or putting it down after a staff member has determined the gear was applied correctly on a customer is strictly prohibited. The 'Smart Belays' (karabiners) attached to the safety harness must never touch the earth or get in contact with sand or stones; therefore, customers will properly re-holster the Smart Belays when they are not in use. Before seeking out the rest-room or taking smoking breaks the harness will be taken off and put at the same location where it was received.

- Do not leave the rope-garden with safety equipment still put on! Passing on safety equipment that you received to someone else is prohibited.
- Once climbing the rope course has begun customers will be secured by at least one karabiner/smart belay 'hooked-up' to the safety rope. At no time will both karabiners be 'unhooked'.
- Per platform a maximum of three individuals are authorized. Obstacles/ elements between the platforms will be used by one individual at a time only.
- Using 'Flying Foxes' is authorized only when there are no other individuals on the destination platform, and the lane/ path below is clear of customers as well. In order to control the speed of a flying fox, 'jogging along' as soon as ground contact can be established with your feet might be necessary.
- The high rope course will exist as long as customers will live by the rule 'everybody takes care of everybody else'. That means we kindly ask you to be attentive and act respectfully of other customers; that includes rendering support to those who need it even if they do not belong to your group. To get from one obstacle course to the other use marked ways only.
- Children not engaged at any course will be supervised by their parents/ authorized person. Parents will be held liable in lieu of their children in case of an accident. It is recommended to keep children away from underneath obstacle/ rope courses since items not properly secured by a climbing customer may be falling down.

5. Conditions of payment

Utilizing the high rope course is authorized only during official opening hours for customers in possession of a valid entrance ticket, and who have received safety instructions through authorized staff. Validated tickets will not be reimbursed. Tickets lost will not be replaced. Payments will be made at the kiosk cashier in cash prior to the climbing session. Valid prices are displayed next to the cashier. After three hours of utilization safety equipment will be turned in completely. Exceeding the turn-in procedure by more than 15 min will result in 6 EUR extra costs per person and started hour. The Operator reserves the right to charge the customer/parent with costs of repair/ cleaning in case safety equipment is returned in purposely damaged/ soiled condition. Also the Operator reserves the right to claim deposit for handed out safety equipment. (The deposit could be an ID card, drivers' license or certain amount of money.)

6. Utilization at own risk

The high rope course underlies mandatory regular maintenance to comply with recent safety standards. Regardless of the operator's obligation to maintain the facility in safe condition customers take risk at their own discretion when utilizing the high rope course including all associated facilities. All instructions of the staff are to be followed at all times. Violations and/ or disregard of these instructions will result in immediate discontinuation of the customer's activities in the high rope course, in which case tickets will not be refunded.

7. Limitations of Operator's Liability

The operator is liable under the statutory provisions for personal injuries. For Acts of God as well as damage not immediately recognized under conventional scrutiny the operator is not liable. Neither is the operator liable for the destruction, damage or loss of customer property brought into the facility, respectively property loss or damage resulting from utilization of the high rope course.

- To prevent accidents customers with long hair are kindly asked to tie their hair or use a net. Piercings/ other types of jewelry bearing the potential to cause accidents will be safely covered up or removed.
- Cell-phones, cameras, keys, and other items should either be left in our staff's custody or stored in zip-locked pockets so they cannot be lost while customers are climbing ropes.
- While climbing the ropes smoking or consuming alcohol are strictly prohibited.
- Proper (sturdy) footwear is the fundamental requirement to utilize the high rope course. (That rules out flip-flops, sandals, espadrilles, etc.)
- There can be resin on the bark of a tree that may soil your apparel. The operator cannot be held liable for damages to your apparel caused by resin. Please dress appropriately or be very careful when standing on either of the platforms.

8. Miscellaneous

- For marketing and customer information purposes the operator reserves the right to photograph or videotape scenes anywhere within the high rope course. Customers who do not agree to being photographed/ videotaped shall notify the operator thereof prior to using the high rope course, and also make a short statement on the Terms and Conditions Form (for instance when signing these).
- Photographing, videotaping or otherwise recording the high rope course system for commercial purposes without prior requesting consent of the operator in writing is prohibited. The operator reserves the right to claim indemnity in case of disregard.
- We would like to point out that climbing under the influence of alcohol, drugs or other mind-altering substances is prohibited. Customers with health conditions of the heart and lung, epileptic seizures, the musculoskeletal system, etc., should get in touch with us so that we are informed. Mothers in their 4th month of pregnancy are prohibited from climbing.

9. Exclusion of customers from further use and closure of the site

The Operator reserves the right to close down the site because of safety hazards such as storm, lightning, fire, precipitation, etc. Customers disregarding these terms and conditions may be excluded from further utilization of the high rope course. In this case tickets will not be reimbursed.

10. Severability clause

Should individual provisions of these General Terms and Conditions turn invalid or unenforceable the validity of the rest of these General Terms and Conditions of Business remains untouched. Jurisdiction is the city of Neumarkt.