

Terms and Conditions of Participation for the Climbing Forest

- 1. Use of the climbing forest constitutes a sporting activity that is associated with risks and dangers. Every participant must read these terms of use before entering the climbing park. Purchasing an entrance ticket or accessing the climbing forest constitutes acceptance of the terms and conditions of participation. The parents or guardians of any participant under 18 years of age must discuss these terms of use with the minor before he/she is allowed to enter the climbing park.
- 2. The park is open for all visitors aged 6 and above or in the case of the Sayn and Hennef climbing forests, from 1m in height for the toddler course, or in the case of the children's course in the Vulkanpark climbing forest, from a reach height of 1.20 m or when accompanied by their parents and weighing up to 120 kg, who does not suffer from an illness or mental impairment that could pose a risk to their own health or that of other people when using the park. The participant is required to be sufficiently physically fit to manoeuvre the course. Health impairments or conditions that may constitute a reason for exclusion from using the park include, e.g.: psychological impairments, recent operations, epilepsy, heart disease, joint injuries, pregnancy, or the like. Children under 12 years of age must be accompanied by an adult (supervised group programmes are an exception), and the admission restrictions indicated must be observed. In the case of minors, the supervising person must give his/her consent in writing (below). Persons under the influence of alcohol or drugs are not allowed to enter the climbing park.
- 3. No objects that pose a threat to the participant him/herself or others (jewellery, mobile phones, cameras, etc.) may be carried when using the climbing park. Long hair must be tied back with a hair tie. Sturdy, closed footwear must be worn.
- **4.** Each and every participant must participate in the safety demonstration before using the climbing park. All instructions given and decisions made by the operators/trainers are binding. Serious injuries can occur as a result of violations or breaches of instructions or safety requirements provided by the organiser/trainer. Participants who violate these rules may be excluded from the climbing park. Should instructions or safety requirements be ignored or violated, the operators/trainers of Freiraum Erlebnis GmbH assume no liability for the resulting damage.
- 5. The rented equipment (helmet, harness, safety line) must be used as instructed by the operator/trainer. It may not be transferred to others, may not be taken off while using the climbing park, and must be returned 3 or 5 hours after handover, depending on the rate booked. Each additional half hour or part thereof will be charged at 3 euros per person. The harness should only be removed to go to the toilet. After putting it on again, it must be inspected by a trainer to ensure it fits correctly. Only after this is confirmed is continued use of the course permitted. Smoking while wearing the harness is not allowed. The safety carabiners must be attached to the safety rope when climbing. Smart belays must be hooked in in parallel. One safety carabiner must always remain attached while hooking on to another point. Never unhook both safety carabiners from the safety rope at the same time. If in doubt, please call a trainer.
- **6.** No more than one person at a time may climb a single section. A maximum of 3 people may be on the platforms at the same time. Participants must be secured according to the trainer's instructions.
- 7. The management reserves the right to exclude any persons from the park who do not comply with these terms of use. The organiser reserves the right to cancel, restrict or interrupt activities at the park for the participants' safety and due to adverse weather conditions. The rights of the participant, in particular, under Section 314 of the German civil code (BGB) and Sections 323, 346 ff. BGB, remain unaffected in this case.
- 8. Freiraum Erlebnis GmbH, its legal representatives or agents shall only be liable in the case of wilful intent or gross negligence. In the event of a breach of essential obligations, the organiser may also be held liable in cases of simple negligence. However, this liability is limited to foreseeable damage that is typical of such a contract. This does not affect damage resulting from injury to life, limb or health as well as mandatory statutory liability regulations.

Last updated: 03/2021

To be completed by the participant or supervising person:

First and last name	Date of birth:
Address:	
Email (if newsletter is desi	red):
Date:	Signature:
By signing, I, the parent/gu	ardian, consent to the named child/young person participating in use of the climbing forest.
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