

To be filled in by the coach

Time of issue:

Time of return:

Coach:



## User's Declaration:

\_\_\_\_\_  
Name, first name (participant)

\_\_\_\_\_  
Name, first name (parent resp. guardian/adult accompanying the minor)

\_\_\_\_\_  
Street, no. (participant)

\_\_\_\_\_  
Street, no. (parent resp. guardian/adult accompanying the minor)

\_\_\_\_\_  
Postal code, place (participant)

\_\_\_\_\_  
Postal code, place (parent resp. guardian/adult accompanying the minor)

\_\_\_\_\_  
Participant's date of birth (only for minor participants)

\_\_\_\_\_  
Email-Address

## Adventure Climbing Garden - Rules for Users

### 1. Confirmation of the Rules for Users Recognized by the Participant, for Minor Participants by the Parent resp. Guardian or the Adult Person Accompanying the Minor

Before using the adventure climbing garden, each participant shall have to take note of these rules for users and to certify by signature that he/she has given his/her consent to as well as taken note of them. In the case of minor participants, the parent resp. guardian or the adult person accompanying the minor shall have to advise the participant about the rules for users and to certify by signature that he/she has done so (it shall be required to give the parent's or guardian's resp. the adult person's and the participant's name).

### 2. Personal Responsibility

Using the adventure climbing garden involves risks. The participant shall be legally liable for any accidents for which he/she is to blame. In case of several causes of accident coinciding, the participant shall incur his/her own eventual contributory negligence within the scope of liability. For the rest, the clause 8 shall be applicable to the liability of the company FREIZEIT- und SPORT-ZENTRUM MEHLISKOPF GmbH & Co. KG.

### 3. Minimum Age, Minimum Height

Only persons are admitted into the Adventure Climbing Garden who do not suffer from any disease, mental or physical impairment which might constitute any danger to themselves and/or to any other person when they are using the Adventure Climbing Garden.

Courses no. 1 and 2 equipped with a revolving fallback-system may be used by children having a minimum age of 6 years. Courses no. 3, 4 and 5 may be used by children from the age of 8 years up and having a minimum body height of 130 cm. Children under 12 years may use the Adventure Climbing Garden only when being accompanied by an adult. Each adult may only be accompanied by a maximum of two children under 12 years when climbing in the garden. Courses no. 6 and 7 may only be used by participants having a minimum age of 16 years.

### 4. Objects Carried along with

Any loose objects (such as jewelry, mobile phones, cameras, etc.) being in possession of the participant must not be carried along with by the participant using the adventure climbing garden in such a way that they may constitute a risk for the participant himself/herself or for any other persons. Any objects carried along with shall be given to the cashier for safekeeping by the participant when being correspondingly instructed by the coach resp. organizer to do so, if need be.

-To be continued on the 2nd page.-

**5. Safety Instructions**

Each participant shall have to take part in the safety instruction consisting of a practical and a theoretical part before starting the use of the adventure climbing garden. All of the coach's resp. organizer's instructions are binding and shall have to be strictly complied with. In case of any violation or contravention, the participant may be excluded from the adventure climbing garden. In case of any violation or contravention of the coach's resp. organizer's instructions committed whether deliberately or as an act of gross negligence, the participant himself/herself shall be liable for any damages given rise to thereby.

Each task may be passed through by only one participant each at the same time.

A maximum of 2 persons may stay on each platform simultaneously.

**6. Equipment**

The safety equipment given out by the FREIZEIT - und SPORT-ZENTRUM MEHLISKOPF GmbH & Co. KG being composed of the integrated belt unit, helmet and connecting means must not be taken off or transferred to other persons while using the adventure climbing garden. The safety equipment shall have to be used according to the coach's resp. organizer's instructions. The safety snap hooks shall always have to remain linked up with the safety rope. When re-securing, one of the two safety snap hooks must be connected to the safety rope. **Neither of the two safety snap hooks** must **ever** be **unhooked** from the safety rope at the same time. In case of doubt, a coach resp. person being in charge shall have to be called over.

**7. Conditions of Payment**

The payment for passing through the course will be effected by the participant before using it. The admission charges listed on the notice at the cash desk shall be valid. On the expiry of a time of 3 ½ hours after entering the adventure climbing garden, an additional charge of 4.00 EUR per participant and per every additional hour or part of it shall have to be paid.

**8. Limitation of Liability**

The company FREIZEIT- und SPORT-ZENTRUM MEHLISKOPF GmbH & Co. KG will be liable for injuries to persons within the scope of the legal requirements. A liability for damages to any property or pecuniary detriments shall only be applicable in case of intentional acts or those of gross negligence or in case of violating negligently any substantial responsibility of the contract (cardinal responsibility) assumed by the company FREIZEIT- und SPORT-ZENTRUM MEHLISKOPF GmbH & Co. KG, its representatives or servants.

**9. Exclusion of the Participant, Domestic Authority, Closing due to Force Majeure, Non-Restitution of the Admission Charge**

The company FREIZEIT- und SPORT-ZENTRUM MEHLISKOPF GmbH & Co. KG shall be entitled to exclude any persons who do not adhere to the rules for users from the adventure climbing garden. The company exercises the right of owner resp. occupier of the premises to undisturbed possession and shall at any time be entitled to stop the operation for any reasons of security (fire, storm, thunderstorm, etc.)

In the aforesaid cases, a restitution of the admission charge shall not take place. In case the customer terminates his/her attendance at the adventure climbing garden prematurely at his/her own request, a restitution of the admission charge shall not be effected likewise.

**I have taken note of the above rules for users and acknowledge the same as being binding.**

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Date, signature