

# GENERAL TERMS OF BUSINESS AND CONDITIONS OF USE OF PATSCHEIDER SPORT GMBH FOR THE FOREST ROPE GARDEN X-TREES



- 1.** Each visitor of the forest rope garden X-Trees must read the General Terms of Business and Conditions of Use (AGB) before entering the Waldseilpark ("Forest Rope Garden"). His/her signature confirms having read and understood the AGB, and being in agreement with them. For users under the age of 14, a parent or person of authority or adult accompanying the youth must read the AGB and discuss them with the young visitor before he/she is permitted to enter the „Waldseilpark“. The adult bearing responsibility for the youth confirms through his/her own signature that the AGB have been read, understood and discussed with the young visitor.
- 2.** The use of the Waldseilpark is associated with risks. Particularly when the safety rules are not heeded, there is danger of falling and of injuries. For example, clothing can be soiled with resin or damaged.
- 3.** Patscheider Sport GmbH, as operator of the „Waldseilpark“, is, in accordance with the terms of valid laws, liable for damages to persons, material items and property only in case of gross negligence on the part of the operator or its employees.
- 4.** The „Waldseilpark“ is suitable for visitors who are at least 110 cm tall (exception: Murmli's Try-it-out course, where shorter visitors are permissible) and who are not inflicted with an illness either physical or psychological which could place themselves and/or other visitors to the park in danger with regard to their safety or their health. All persons under the influence of alcohol or drugs, medicines or other stimulants are strictly prohibited admission to the „Waldseilpark“.
- 5.** Visitors who are at least 110 cm tall are permitted to enter and use the introductory course (marked white), the Murmli course (marked yellow) and the Plansegg, Komperdell, Murmliflug, Alpkopf and Bifang courses (marked blue), where an adult must supervise.
- 6.** The Plansegg, Komperdell, Murmliflug, Alpkopf and Bifang courses (marked blue), as well as the Lazid and Masnerflug are suitable for the use by children who are at least 130 cm tall. Children under the age of 14 years are only allowed to climb the red marked with the supervision of an adult.
- 7.** Teenagers at least 150 cm tall are permitted to use all the courses when supervised by an adult. Children who are min. 1,50 m tall and over 14 years old are allowed to use all courses, when supervised by an adult. Children who are min. 1,50 m tall and under the age of 14 are only permitted to climb with a responsibility bearing adult.
- 8.** Before using the individual courses, each visitor must undergo a brief instruction of the safety rules and pass an introductory course (marked white).
- 9.** The notices, instructions and warnings of the operator and its employees must be heeded. In case of non-compliance or violations of the instructions or safety rules of the operator, its employees or the General Terms of Business and Conditions of Use, a visitor can be barred from admission to the „Waldseilpark“; furthermore, in such cases Patscheider Sport GmbH assumes no liability for any and all damages which may be incurred.
- 10.** It is prohibited to take along any items or objects while using the „Waldseilpark“, such as jewelry, mobile telephones, cameras, umbrellas, handbags as well as any and all sharp, pointed or fragile items, which could pose a danger to oneself or others. Long hair must be tied up with an elastic band. Smoking is forbidden throughout the entire area.
- 11.** The safety system must always be clipped into the green marked safety cable. The safety system must never be removed simultaneously from the safety cable, in other words at least one must always be clipped into the safety cable. The safety system must be used precisely as described by the „Waldseilpark“ employees. In case of doubt, a staff member must be called and asked.

**12.** No more than one person at a time is permitted to use, i.e. walk on, each practice sector. Maximum 3 persons are permitted on the platforms simultaneously.

**13.** The equipment which is made available by the operator of the „Waldseilpark“, e.g. helmet, harness, safety system Smart Belay, must be used according to the instructions of the operator and employees and handled with care. This equipment must not be given to other persons and must not be detached or taken off during use of the „Waldseilpark“. It must be returned in its entirety before departing from the „Waldseilpark“.

**14.** Patscheider Sport GmbH reserves the right to take photographs, make films, i.e. use webcams anywhere in the „Waldseilpark“ area for advertising and information purposes. Visitors must obtain written permission from Patscheider Sport GmbH before making any photos, films or webcam products anywhere in the area for use in commercial purposes.

**15.** Payment must be made in cash or by card before using the facilities. For groups, an invoice can be submitted by Patscheider Sport GmbH on request.

**16.** The operator of the „Waldseilpark“ reserves the right to bar admission to the area to all persons who do not heed the Terms of Business and Conditions of Use. It also reserves the right to close the park or specific sectors for reasons of maintenance or safety, e.g. in case of stormy winds, thunderstorms, snow, ice, etc., for the length of time such maintenance or removal of hazards requires. It is the personal responsibility of the visitor to obtain information (by telephone or via Internet) about the park's opening hours in case of insecure weather conditions. No liability is assumed for short-term closure or changed opening hours due to weather conditions. In such cases, there will be no refund of cost of admission.

**17.** Pre-reservations for groups can only be guaranteed when the Waldseilpark receives guaranteed confirmation of the date and number of participating persons at least 14 days before the planned visit and this information has been confirmed in writing by the operator of the Waldseilpark. If such a confirmed reservation is cancelled, the following terms apply:

- up to 14 days before planned visit, no charge
- 13 to 5 days before planned visit, a cancellation charge of 50% of the admission price must be paid
- 4 days or less before the planned visit, a cancellation charge of 100% of the admission price must be paid.
- In case of group cancellations for which a charge is paid, a gift certificate of 50% is granted for use within six months of the date of the planned visit.

**18.** Admission tickets are non-transferable. Maximum use, i.e. length of ticket validity, is 3 hours. The last daily visitors are admitted at latest 90 minutes before closing time.

**19.** The putting on and taking off of the climbing harnesses may only be carried out by the employees of the „Waldseilpark“.

**20.** As long as the climbing harnesses are worn, smoking is strictly forbidden.

**21.** Only the laws of the Republic of Austria apply and are valid.

Last name	First name	Date of birth
Last name	First name	Date of birth
Last name	First name	Date of birth
Last name	First name	Date of birth
Last name	First name	Date of birth
Street	Number	
Postal code	Town	Country
Signature		E-Mail

