

GENERAL TERMS AND CONDITIONS (GTC) of Naturzeit Kletterwald am Kolben GmbH

LIABILITY

Naturzeit Kletterwald am Kolben GmbH is liable for personal injuries within the limits of the statutory provisions. We have insurance coverage with Allianz for our business liability insurance. You go through the entire facility at your own peril and risk! Any accidents, material damages, or injuries must be reported immediately. Naturzeit Kletterwald am Kolben GmbH and the persons commissioned by it are not liable in the event of loss, theft, or damage to property unless it is a case of intent or gross negligence. Naturzeit Kletterwald am Kolben GmbH is neither liable for accidents or damages that are caused by non-compliance with these GTCs, the User Rules, nor false information given by one or more participants. Naturzeit Kletterwald am Kolben GmbH assumes no liability for injuries from ropes, carabiners, rollers, parts of an exercise, branches, roots, or rough terrain.

SAFETY

Each participant must participate in the entire theoretical and practical orientation held by our safety trainers before going through the individual courses. If there are questions or uncertainties, they should be cleared up by the participants with our safety trainers during the orientation. Every participant or in the case of minors their parents or guardians must read and sign Naturzeit Kletterwald's User Rules when they have completely understood them. Otherwise participation is strictly prohibited. Parents/guardians must completely explain the content of the User Rules to minors and ensure compliance with the User Rules. The Naturzeit Kletterwald ropes course may only be gone through with the safety equipment provided by Naturzeit Kletterwald am Kolben GmbH. Participants' personal climbing helmets are an exception if they are approved by a safety trainer. The equipment shall not be transferred to another person, and participants are subject to the unlimited obligation of due diligence for the equipment until it is returned. The safety equipment may only be used according to the instructions of the safety staff. When in doubt, participants must consult the staff. All items such as jewelry, cameras, cellular phones, knives, tools, or beverage containers, etc. that could be dangerous to participants or third parties are not allowed to be brought along when climbing. All instructions and decisions by staff are to be followed immediately. In the event of violations, participants shall be excluded. Naturzeit Kletterwald am Kolben GmbH assumes no liability for damages related thereto. Smoking is prohibited in the entire ropes course for safety reasons. There is a designated smoking area in front of the ropes course with a fire-proof garbage can.

REQUIREMENTS FOR PARTICIPATION

The requirement for using our ropes course is that participants do not suffer from an illness or physical or mental impairments that could represent a risk for third parties or their own safety. Our safety staff must be explicitly informed about persons with restrictions and in specific cases will make the decision about participation and possible restrictions when using the ropes course.

Unfortunately, persons with the following conditions are excluded from using the ropes course for safety reasons:

- Persons under the influence of drugs or alcohol. 0.0 alcohol level!
- Epileptics, due to the high risk of a seizure and the related danger for themselves and others
- Pregnant women starting with month 4
- Persons who have recently had surgery (within the last 10 weeks) unless medical permission has been obtained
- Persons suffering from heart disease unless medical permission has been obtained
- All other diseases (e.g. diabetes) that could represent a risk for participants or others unless the medication for the illness is brought along and this issue is explicitly discussed with the trainers before climbing, or a medical certificate has been obtained and shown to the trainers in advance.

WEATHER AND ACTS OF GOD

Naturzeit Kletterwald am Kolben GmbH reserves the right to partially or completely stop operation of the ropes course in situations that endanger the safety of persons such as bad weather, storms, heavy rain, or snow fall. In such a case, participants have no claim to reimbursement.

CANCELLATION POLICY

If a scheduled date for going through the ropes course, especially for groups, is not canceled within 7 days in advance, 50% of the costs are charged for the cancellation. If a scheduled date is not used, 80% of the costs are charged. Cancellations must be made in writing. Last-minute cancellations by individuals of a registered group are not possible. In the event of illness, registered participants receive a voucher for the services in question. Cancellation fees caused by third-party services that were booked shall be completely paid regardless of the time of cancellation. Should a participant end participation prematurely at their own request, no costs shall be refunded.

PLACE OF PERFORMANCE

Provided that it is permitted by law, the place of performance and payment is the headquarters of Naturzeit Kletterwald am Kolben GmbH. The law of the Federal Republic of Germany shall apply.

SEVERABILITY CLAUSE

Should provisions of these GTCs be or become ineffective, it shall not affect the effectiveness of the remaining provisions. Rather a replacement provision shall apply instead of the ineffective provision that corresponds to the purpose of the agreement or that at least comes close to what the parties would have agreed upon to obtain the same result. The same applies to loopholes.

Oberammergau, July 2016

