

# KLETTER-WELT GmbH

## General business terms and conditions



### 1. Access regulations and supervision conditions

- 1.1 The use of the high ropes course of Kletter-Welt GmbH is only allowed for participants above a certain height:
- 1.2 From 1.0 m to 1.4 m in the green, blue and red courses in Seilgarten Kleinarl
- 1.3 From 1.4 m in Seilgarten Kleinarl/Wagrain and the Flying Fox Kleinarl
- 1.4 Children up to the age of 9 and a height of 1.4 m must be accompanied by an adult, who will be responsible for the proper hook-up and adjustment of the safety harness. Each adult companion may only supervise a maximum of one child. The adult must lead the way.
- 1.5 Youth from 10-17 years must be accompanied by an adult who supervises them from the climbing facility or from the ground. Each adult companion may only supervise a maximum of five children.
- 1.6 The zip-line course "Flying Fox Kleinarl" may only be used by youth from the age of 10 years and only under the supervision of an accompanying adult.
- 1.7 The theoretical and practical instructions must be completed by all participants and accompanying adults.

### 2. Access regulations and bodily pre-requisites

- 2.1 The maximum body weight of a participant may not exceed 120 kg.
- 2.2 People under the influence of alcohol, drugs, medication or other intoxicating substances are not authorized to use the high ropes course.
- 2.3 A prerequisite for the use of the ropes course is normal physical and mental capacity. Participants may not use the high ropes course if they are suffering from an illness or physical or psychological impairment that could be dangerous for their own health or that of others using the ropes course.
- 2.4 In case of any restrictions to the musculoskeletal system (spinal column, joints, muscles...), allergies, that may be triggered by being outdoors (e.g. bee sting allergy, pollen allergy...), or in the case of heart and circulatory problems, our personnel must be consulted.
- 2.5 Pregnant women are advised not to use the high ropes course.
- 2.6 No items that could injure a participant himself or others if they are dropped may be taken along when using the high ropes course (e.g. mobile phones, keys, cameras etc.)
- 2.7 Comfortable sports clothing is recommended.
- 2.8 Closed shoes, the taping down or removal of piercings and the tying back of long hair is mandatory.

### 3. Rules of Conduct and Use

- 3.1 Accompanying persons as well as adult participants must confirm the conditions for participation with their signature before they can use the high ropes course.
- 3.2 Accompanying persons and adult and minor participants must take part in a practical and theoretical training before they use the high ropes course.
- 3.3 All instructions and decisions of the personnel must be obeyed.
- 3.4 Only climbing material belonging to KLETTER-WELT GmbH may be used. The climbing helmet is an exception.
- 3.5 In the high ropes course, a maximum of 3 persons may be on a platform and a maximum of 1 person per exercise.
- 3.6 In the case of the sky ladder, a maximum of 3 persons may be in the exercise. (General Terms and Conditions) KLETTER-WELT GmbH

#### **4. Exclusion from use**

- 4.1 Persons who do not comply with the access regulations will be excluded from the use of the high ropes course. (See points 1 and 2)
- 4.2 The personnel are authorized to exclude from using the car park all those who do not comply with the general terms and conditions of KLETTTER.WELT GmbH.
- 4.3 The personnel are authorized to shut down the operation of the ropes course for safety reasons.

#### **5. Liability**

- 5.1 The use of the high ropes course is at your own risk.
- 5.2 Accompanying persons are liable for the safety of children and adolescents.
- 5.3 KLETTTER-WELT GmbH is liable within the framework of the legal regulations for persons and damage to property.
- 5.4 KLETTTER-WELT GmbH is not liable for damage to or dirtying of clothing and for lost objects.

#### **6. Prices**

- 6.1 The prices of KLETTTER-WELT GmbH include the legally required VAT (value-added tax).
- 6.2 Prices shown at the time when the contract was signed will be valid for the use of the high ropes course.

#### **7. Photo and video recording**

- 7.1 KLETTTER-WELT GmbH reserves the right to use the entire facility for photo and video recordings for advertising and information purposes. If a participant does not agree with this, he must inform the personnel of this fact explicitly and ensure that this is noted down on the Rules for Participation.
- 7.2 Photo and video recordings for commercial purposes is forbidden on the entire area of the high ropes course. Die KLETTTER-WELT GmbH reserves the right to claim possible damages in case of violation.

#### **8. Refund of the ticket price**

- 8.1 Visitors are not entitled to a refund of the ticket price if point 4 is fulfilled.
- 8.2 No claims for refunds can be made if the participant decides to leave the ropes course early at his own request.

#### **9. Cancellation conditions for group bookings**

- 9.1 There is no valid reason for a cancellation if safety is not affected by rain or cold weather.
- 9.2 In case of cancellation up to seven days before the appointment, 30% of the total booking amount will be charged.
- 9.3 In case of cancellation up to one day before the appointment, 50% of the total booking amount will be charged.
- 9.4 In case of non-appearance without prior cancellation, 90% of the total booking amount will be charged.

#### **10. Place of Jurisdiction**

- 10.1 Place of jurisdiction is the Landesgericht Salzburg (Regional Court Salzburg).