

## § 1 Scope of the General Terms and Conditions of Business

(1) Weitblick Naturerlebnis GmbH, Unter den Eichen 5, Haus G, 65195 Wiesbaden (hereinafter "Operator"), operates the **climbing forest in Darmstadt, Atzwinkelweg, 64287 Darmstadt** (hereinafter "Climbing Forest").

For the use of the Climbing Forest by the user, the following General Terms and Conditions apply in the version valid at the time of use.

(2) Every user confirms with his or her signature that he or she has taken note of the General Terms and Conditions and agrees with them. The legal guardians of a user under the age of 18 also accept the General Terms and Conditions and confirm that they have discussed them with the minor user before using the Operator's offers.

## § 2 Right of use

(1) The use of the Climbing Forest is subject to a fee.

(2) The prices for the use result from the respectively valid price list and refer to the respectively indicated duration of the use of the facilities ("Climbing Time").

(3) The "Climbing Time" consists of approx. 30 minutes safety briefing and 3.5 hours stay in the Climbing Forest. The equipment must be returned after four hours. The use begins with the safety briefing.

(4) Children from the age of four are allowed to climb in the children's course. Children under the age of six must be supervised on the children's course by an adult (from the ground). From the age of 6, children are also allowed to walk high courses (from 3m height) with the appropriate age rating. Children under the age of 12 must be accompanied by an adult in the high courses. 6-9 year-olds and children without the required grab height of 165cm need an accompanying person to climb through the course. One adult can supervise up to 2 children. From the age of 10, it is also possible to accompany from the ground. One adult can accompany up to 6 children.

(5) Children up to the age of 12 may only use the Climbing Forest under the supervision of a parent or guardian or another adult person authorized to do so.

(6) Young people over the age of 12 are only allowed to use the Climbing Forest after presentation of a written declaration of consent of a parent or guardian. The form to be used exclusively for this purpose can be obtained at the box office, downloaded from the website or sent by post or fax on request.

(7) Groups of minor users must be accompanied by an adult group leader who is authorized to supervise them. It is the responsibility of the adult group leader to obtain the declaration of consent of all parents or guardians of the minor group members before using the Climbing Forest.

(8) Persons suffering from physical or psychological restrictions that pose a danger to their own safety or the safety of other persons when entering the Climbing Forest must not enter the facility.

(9) Persons exceeding a body weight of 120 kg may not use the facility.

## § 3 Liability

(1) The use of the facility and the premises of the Operator is associated with risks and takes place at the user's own risk.

(2) Climbing is dangerous as a high-risk sport and therefore requires a high degree of caution and personal responsibility. The scope of personal responsibility is determined in particular by § 4, which each user must observe.

(3) Each user must show the greatest possible level of responsibility for the other users and refrain from doing anything that could endanger themselves or third parties. Each user has to reckon with the fact that he or she could be endangered by other users or falling objects and has to take appropriate precautions on his or her own responsibility.

(4) The Operator is not liable for damage caused by climbing in the Climbing Forest or otherwise in connection with the stay in the Climbing Forest. However, this does not apply to claims due to violation of essential contractual obligations (for example public safety obligations) and/or intentional or grossly negligent actions of the Operator (in addition to its vicarious agents). In no case shall the Operator be liable for unforeseeable or distant damages. Liability for culpable injury to life, limb and health shall remain unaffected.

(5) Any damage must be reported immediately and before leaving the Climbing Forest to the staff at the reception desk for recording.

(6) Parents and guardians are liable for their children or the persons entrusted to them. There are special risks for children during their stay in the Climbing Forest and in particular when climbing, with regard to which the parents or other authorized supervisors have to take precautions on their own responsibility. Children must be supervised during their entire stay in the Climbing Forest.

In the case of groups consisting of several minors and school classes, the adult group leaders must guarantee that the Operator's General Terms and Conditions are observed by the group members in all respects.

(7) The users are responsible for their own wardrobe. In case of loss or theft no liability is assumed.

### **§ 4 Safety instructions and equipment**

(1) Each user must attend the safety briefing before using the Climbing Forest.

(2) Before actually climbing in the courses, the training course must be completed under the supervision of an employee of the Climbing Forest.

(3) Users who are not able to correctly implement the prescribed safety rules for self-securing must refrain from climbing in the Climbing Forest.

(4) Users may not be unsecured in the course at any time. Two snap hooks must always be hooked into the safety rope in the course. When re-hanging the hook, one snap hook always remains in the safety rope. If the course has a continuous safety system, the user must hook up at the beginning of the course and keep this safety system unchanged. In the event of uncertainty or doubt as to correct use, a staff member shall be called for advice in any event.

(5) Each course section may be visited by a maximum of one person at a time. A maximum of three persons may stay on the platforms at the same time. The partner course is excluded from this regulation.

(6) On the rope descents, braking must always be applied to prevent a strong impact at the arrival point. The rope runs may only be used after it has been ensured that there are no persons in the arrival area.

(7) All instructions and decisions of the Operator and/or its staff are binding. In the event of infringements or violations of instructions of the Operator and/or its staff, the participants concerned may be excluded from the use of the offers and/or may be banned from the Climbing Forest without reimbursement of the entrance fee. In the event of infringements or violations of instructions of the Operator and/or its staff, the Operator assumes no liability for the associated damage.

(8) The rented equipment (helmet, harness, safety line with snap hooks) must be put on and used according to the Operator's instructions and/or its staff and according to the safety instructions. It is

not transferable to other users, may not be taken off while climbing in the Climbing Forest and must be returned four hours after handover. Any damage to the equipment must be reported immediately to the staff. Users may not use their own equipment brought along.

(9) Areas marked as closed may neither be entered and in particular not be climbed on. To protect the forest floor and for the users' own safety, user shall stay on the marked paths.

(10) When walking through the Climbing Forest, no objects may be carried which pose a danger to the participant himself/herself or to other users on the ground. These include in particular jewellery, bags, water bottles, backpacks, mobile phones and cameras.

(11) Users shall wear appropriate clothing and sturdy footwear. Long hair should be tied together to prevent injury.

### **§ 5 Copyright**

(1) The Operator reserves the right to take photos, film and webcam recordings during use of the entire stay in the Climbing Forest and to use such recordings for advertising and information purposes. Users who do not agree to this must notify the staff of this before use.

(2) The making of photo, film and webcam recordings for other than private purposes may only be made after consultation with the Operator.

### **§ 6 Domiciliary right**

(1) The Operator or the persons acting on its behalf reserve the right to exclude persons who do not adhere to these General Terms and Conditions from the use of the Climbing Forest.

(2) The Operator exercises the domiciliary right and reserves the right to stop operation completely or temporarily at any time for safety reasons and in adverse weather conditions (fire, storm, thunderstorm, technical defects, accident, etc.). In this case there will be no refund of the entrance fee.

(3) The Climbing Forest as part of nature must be kept clean and treated with care. Waste shall be thrown into the waste bins on site.

(4) Dogs must be kept on a leash throughout the entire area of the Climbing Forest.

(5) Smoking is absolutely forbidden while wearing the climbing equipment - and in the forest.

### **§ 7 Data protection**

(1) The Operator shall only collect data which are necessary to operate the facility at a safety-related specific level. This concerns in particular personal signature to acknowledge the General Terms and Conditions.

(2) The Operator does not disclose any personal data to third parties unless the user has expressly given his or her consent.

### **§ 8 Severability clause**

(1) If the General Terms and Conditions have not become an integral part of the contract in whole or in part or have become ineffective, the rest of the contract shall remain effective.

(2) Insofar as the provisions have not become part of the contract or are invalid, the content of the contract shall be governed by the statutory provisions.