Thoma Action Team UG
Dr. Pilet Spur 1
79868 Feldberg im Schwarzwald

Version April 2017

Terms, conditions and safety notices

1. Conditions
Each participant must read and agree to the terms within the present Policy before entering the Adventure Park.

a. By signing the present document, you confirm that you have read and understood the rules and guidelines, terms and conditions, and unconditionally agree to follow them.

The following are excluded from entering the park: pregnant women; persons suffering from disease or any form of physical or mental disability or who could cause a health risk for themselves or others by using the climbing park; persons under the influence of alcohol, drugs, or any other type of psychoactive substances; persons who weigh more than 120 kg. Entrance to the climbing park is not recommended for those suffering from back problems or after recent surgery.
Thoma Action Team UG assumes no liability in this respect.

b. For **underage participants**, the written agreement of the parent or legal guardian is necessary. By signing the present Policy, the parent or legal guardian confirms having read the terms, conditions and safety notices, agreeing with them in full, and having imparted and explained them to the minor.

The climbing facilities are designed for participants ages 8 and up, and or minimum 120 cm of height, as long as they can physically reach the minimum level of the introduction course – 120 cm. The children's course is open for participants of age 4 and up, and/or a height of at least 0.90 cm, accompanied by an adult at all times.

Children under the age of 13 may only enter the park accompanied by a parent, legal guardian, or – in the case of school groups – the appointed responsible supervisor, who has submitted the signed agreement of the parent/legal guardian.

One supervising adult can accompany maximum 2 children.

Excepted are school groups or other groups with appointed supervisors: schoolchildren grade 1 and 2 must be accompanied, maximum 4 children per supervisor.

c. Exceptions for the green, blue and azure courses:
At minimum a height of 1.3 m and a reach height of 1.7 m are necessary.

2. Safety equipment
The climbing park may only be entered with safety equipment (helmet, safety belt, safety ropes with carabiners) leased from Thoma Action Team UG.

The safety equipment provided must be used as directed by the operator/trainer and with care. It cannot be taken off during the climbing or transferred to another person.

The equipment must be returned after 1 hour, counting from the end of the introductory safety training. Should the 1-hour interval be exceeded by more than 7 minutes, an extra fee of 2.5 € for adult/young and children's equipment will be charged for every extra started half hour.

Any damage or change to the safety equipment must be immediately reported.

3. Safety briefing

a. Each participant must attend the full safety briefing, i.e. the theoretical and practical instructions, before using the climbing park.

The use of the climbing park may be dangerous. All safety instructions must be regarded at all times!

Disregarding these safety instructions may lead to a falling hazard, and cause death or serious injury.

If, after having attended the safety briefing, you should feel uncertain or incapable of properly and correctly handling and operating the safety equipment, contact the safety trainer and/or renounce using the climbing park. The refund conditions set forth at point 4 of the present document apply.

b. All instructions and decisions of the climbing park operator and all its personnel must be followed at all times.
Failure to comply with the aforementioned rule may result in expulsion from the climbing park, with no refund of fees.
Thoma Action Team UG assumes no liability in this respect.

c. During the climbing, both carabiners have to be hooked in the safety rope at all times. When unmounting one carabiner, make sure one carabiner is safely hooked onto the safety rope – marked with green at all times.

It is not allowed for both carabiners to be unhooked from the ropes at the same time. It is forbidden for any participant to be unsecured on the climbing course, at any time!

Always use breaks on the zip lines. Before using the zip line, always make sure there are no persons or obstacles in the landing area.

d. The ways up, zip lines and all obstacles between the posts may only be used by one person at a time.

A **maximum of 3 persons** may be **on the platforms at the same time**. To avoid bottlenecks and long waiting times, slower participants should yield passage and facilitate overtaking.

e. Participants are not allowed to carry items that could endanger their own safety, or the safety of others, such as, but not limited to, backpacks, handbags, cameras, mobile phones, watches, jewelry, etc. Longer hair must be tied up, with elastic or other, in order to avoid the risk of entanglement in ropes, safety equipment or any other element. Adequate sports or outdoors clothing and closed shoes are mandatory for safe use of the climbing facilities.

f. On the premises of the park, use only the marked pathways. Do not trespass the zip line safety areas, delimited with ropes. Dogs are allowed but are to be kept on a lead at all times.

g. Smoking is strictly forbidden in the entire park.
Park visitors wearing a safety harness are to keep away from open fire or embers. It is thus strictly forbidden to smoke while wearing the harness, even outside the park premises. In case of violation of this rule, Thoma Action Team UG has the obligation and the right to collect the personal identification data of the respective visitor; the harness will also undergo a safety check by the manufacturer (Edelrid). The costs incurred are to be paid in full by the offender.

h. Should a participant have to temporarily remove part of his/her safety equipment, to use the restrooms for example, this must be duly reported to the Kletterwald Feldberg personnel.

Before using the toilets, it is mandatory to remove the safety harness and leave it at the gear-up area in the park.
Visitors caught having been to the toilets wearing their harness, whether male or female, shall bear the cleaning costs and will thus be charged 25 euro.
To put the piece of equipment back on and resume climbing, **the safety testing of the equipment by the climbing park personnel is mandatory,** otherwise reentering the climbing park is forbidden.

4. Refunding conditions, weather and Force Majeure
a. Participants who, after having attended the safety briefing, feel uncertain or incapable of properly and correctly handling and operating the safety equipment and would therefore wish to leave the climbing park (as per 3.a.) receive a full refund of the entrance fee.

Participants who leave the climbing park early, of their own wish, will not be refunded.

> Please note the additional instructions on the back /Page 2. > >

Thoma Action Team UG
Dr. Pilet Spur 11
79868 Feldberg im Schwarzwald

Terms, conditions and safety notices

b. For booked groups following cancellation rights apply:

If the climbing appointment canceled before the 31st day of one of the contact person / group line specified in the registration form, 50% of the fee will be charged for the loss. The sum is, when carrying out a replacement date within 6 months of the original climbing appointment counted.

From the 31st day before climbing appointment is 100% for the failure. 80% of the fee will be, when carrying out a replacement date within 6 months of the original climbing appointment counted.

Is the event due to heavy rain / storms (wind force 6), hail or storm of the operator is not feasible, will not have any obligations for the group.

c. The management reserves the right to close the entire park, or certain courses, for safety-related reasons (fire, storm, thunder, snowfall, or force majeure etc.).

It is the responsibility of the participant, in case of known bad weather, to contact the climbing park over the phone or online to inquire for opening hours.

Liability due to weather condition related short-time changing of opening times and or course or park closure, is expressly excluded and in this case, there will be no refund of the admission fee.
This does not apply to registered groups.

5. Photo, film and webcam recordings
a. Thoma Action Team UG reserves the right to make photo, film and webcam recordings on the entire premises of the climbing park, for advertising and informational purposes, and use them on any means.

Should a participant not agree to this, he must immediately impart this to the Thoma Action Team UG staff. He will then be given a helmet with a different color for identification purposes.

b. Making photographs or video recordings for commercial purposes by participants, is not allowed without prior permission.

Thoma Action Team UG reserves the right to claim for damages in case of non-respect of this provision.

6. Exclusion of Liability
Entrance on the climbing park facilities is done at own risk!
Accidents, personal injury and material damage must be immediately reported.

a. Thoma Action Team UG is responsible for personal injuries within the confines of applicable local legal regulations. For material damage or financial loss, the company is only liable in cases of proven intent, or gross negligence on behalf of its statutory agents and employees.

Thoma Action Team UG. is not liable for damages to third parties caused by its participants; it is also not liable for any accidents, damages or injuries sustained as a result either of non-respect of the terms, conditions and safety notices, or of false statements/information given by the participants.

b. Kletterwald Feldberg assumes no liability for injuries or accidents caused by screw connections, ropes, carabiners, wood splinters, roots, tree branches, or any other part of the equipment, course or surrounding terrain. The operator is not liable for any damages or financial loss through theft of personal items, such as cameras, mobile phones, clothing items, etc.

Thoma Action Team UG is not liable for any accidents, damages or injuries sustained as a result either of non-respect of the terms, conditions and safety notices, of false statements/information given by the participants or of panic attacks by one or more participants.

7. To the extent permitted by law, the place of performance and place of payment for the climbing park is the Thoma Action Team UG. These terms and the entire legal relationship between Thoma Action Team UG and the participants are subject to the laws of the Federal Republic of Germany.

8. Data Protection
Thoma Action Team UG only collects and processes personal data to the extent to which necessary for a safe usage of the climbing facilities, and does not disclose these data to third parties. If the participant agrees to it, the data will also be used to inform him/her about discounts, offers and news from the climbing park.

9. Severability
Should one or more of the clauses of the present terms, conditions and safety notices be or become legally invalidated, the document remains binding in all the remaining provisions. Furthermore, such a clause is to be replaced by an effective provision which most closely complies with the intent of the original clause, as agreed upon by the parties. This also applies in the case of the existence of a regulatory gap.

I hereby certify that I have read and understood the Terms, conditions and safety notices.

Name, First Name	Address	Date of Birth	Signature
	Street/No., Post code, City		**Participants under 18 need a signature of guardian**