



§ 1 - Scope, conditions of participation, general issues

- (1) Before entering the Fundorena, especially the high rope course, the trampoline area and the ice rink, it is your responsibility that both yourself and all members of your party acknowledge and agree with the contents of the general terms and conditions of use as they contain important information regarding the participation of activities. Only by accepting these terms and conditions can participation commence, no other terms and conditions shall be binding. By filling out your personal information and with your signature, you accept the general terms and conditions of use.
- (2) For underage participants, the written agreement of the parent or legal guardian is necessary. By signing the present declaration of agreement, the parent or legal guardian confirms having read the terms and conditions of use and safety notice, agreeing with them in full, and having imparted and explained them to the minor.

In the high rope course the following applies:

Children under the age of 5 years are entirely excluded from participation of the high rope course. Underage participants ages 5 and up must be accompanied and supervised by an adult at all times. Underage participants ages 9 and up can enter the high rope course without being accompanied by an adult.

In the trampoline area and the ice rink the following applies:

Children under the age of 3 years are entirely excluded from participation of the trampoline area and ice rink. Underage participants ages 3 and up must be accompanied and supervised by an adult at all times. Underage participants ages 9 and up can participate without being accompanied by an adult.

In all cases, the use of the facilities by underage participants, no matter what age, is forbidden without the signed declaration of consent of the parent or the legal guardian. With your signature you confirm the reading of these terms, the explanation to the under aged participant and your entire acceptance.

One supervising adult may accompany a maximum of 2 underage participants. Excluded from this regulation: A maximum of 4 underage participants per supervisor is possible in case of school groups or other groups with appointed supervisors.

- (3) Fundorena reserves the right to refuse admittance to the activities or to remove a participant from the activities should it be deemed necessary to do so, including but not limited to: persons suffering from disease or any form of physical or mental disability or who could cause a health risk for themselves or others, and or including participants not complying with safety instructions, being under the influence of alcohol, drugs or medicaments or any other type of psychoactive substances, and participants not acting in a responsible manner that may result in being disrespectful to other participants.
- (4) To ensure safe participation of all participants on the activities in the high rope course and trampoline area the following requirements must also be fore filled: All participating in the high rope course and the trampoline area must weigh less than 120kg/19stone. Due to the physically demanding nature of these activities all participants must be reasonably fit and healthy and ensure that they are able to meet with the agility and stamina requirements needed to complete these activities. Whilst we are happy to advise on any concerns that you may have about your ability to participate in the activities, participation is not recommended for customers with medical concerns such as but not limited to: recent surgery, back problems, heart conditions or pregnancy. Thoma Action Team UG assumes no liability in this respect.
- (5) Fundorena recommends that pregnant women do not participate due to the potential risk to themselves and their unborn child.
- (6) Registered participants and groups shall present themselves at least 15 minutes before their booked starting time at the Fundorena information desk. The courses have limited capacity and Fundorena may not be able to accommodate participants arriving late. In case of delay, only the remaining usage time can be made use of. No refunds or part-refunds will be made for late arriving participants. If feasible, an extension of usage time is only possible for an additional charge.
- (7) Visitors may be removed from Fundorena without any entitlement to a refund of the entry price if he/she harasses other visitors, enters and uses the attractions contrary to their intended purpose, fails to follow orders issued by supervisory staff or signs, or disrupts park operations in any other way. Supervisory staff is entitled to exercise all rights granted under the House Rules. In particular, it is stated that smoking is strictly forbidden throughout the entire building.

The visitor shall be required to replace all damages caused intentionally and, in particular, all damages caused in connection with any conduct described above. Accompanying adults shall be responsible for any damages caused by children.

- (8) Upon entry into Fundorena, the visitor consents to showing Fundorena staff the contents of any bags, backpacks and other containers that he/she wishes to bring onto the facility premises. For safety reasons, the visitor is prohibited from bringing knives, weapons, any glass bottles and other potentially dangerous items onto the premises. The visitor is not permitted to use any internal or external loudspeakers, as well as mobile phones in particular to play music.

Visitors refusing the disclosure of the content of any bags, backpacks and other containers or refusing to hand in potentially dangerous items can be refused admittance to the premises.

- (9) The use of the cloakroom is at the visitor's risk. Fundorena will not be responsible for any damage to or loss of clothing or other personal possessions. If required, lockers are available in the changing area and can be used in return for a deposit.

§ 2 - Safety equipment and facilities

- (1) The entry of the high rope park is only permitted with the provided safety equipment by the Thoma Action Team UG (liable to pay costs). The safety equipment includes a safety harness, helmet, safety rope with a steel rope pulley (Saferoller). The participant takes full responsibility for the correct and careful handling of the safety equipment, in the manner that they are instructed to during their safety training. It is required to wear the safety equipment at all time whilst on the high rope course. The opening, removing or changing of the equipment on one's own authority is strictly forbidden. It is not allowed to pass the loaned climbing-equipment on to any other third person or to tolerate its use by any other third person.

The equipment must be returned after the expiration of the agreed usage time. Should the time be exceeded by more than 5 minutes, an extra fee of 3,00 EUR will be charged for every extra started half hour.

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

Before using the toilets, it is mandatory to remove the safety harness and leave it at the gear-up area in the park. Taking the safety equipment to the toilets will be charged 25,00 EUR for cleaning costs.

THOMA ACTION TEAM 

Fundorena

Dr. Pilet Spur 11
79868 Feldberg

+49(0)7676 18 69 0
kontakt@fundorena.de

www.fundorena.de

- (2) The entry of the ice rink is only permitted with ice skates provided by the Thoma Action Team UG (liable to pay costs). Visitors are specifically prohibited from using the ice rink with their own equipment.
- (3) The entry and use of the trampoline area is only permitted with special Fundorena "ABS Jump Socks". The Fundorena "ABS Jump Socks" must be purchased in the premises.
- (4) Damage or willful destruction of any Fundorena equipment or facility will be charged to the damaging party.

§ 3 - Safety briefing

- (1) Rules of conduct and behavioral rules are displayed at the entrance to any Fundorena attraction. The visitor is responsible for observing signs providing information and instructions, to carefully read them and to comply with the rules of behavior. The explanation to under aged participants is at the responsibility of the accompanying adults. The visitor has to contact the staff and ask for explanation in case of uncertainty.
- (2) Each participant for the high rope course and the Freestyle Jump must attend the full safety briefing, i.e. the theoretical and practical instructions, before using the facilities. This applies as well to participants that already have visited any other high rope or climbing park. The participant is responsible for clarifying uncertainties considering the safety briefing and especially the use of the safety equipment.

Participants who, after having attended the safety briefing, feel uncertain or incapable of properly and correctly handling and operating the safety equipment have to contact the staff immediately and therefore renounce participation. The refund conditions set at §4 section 1 of the present document apply.

Before the entry of the high rope park, a safety testing of the equipment by the climbing park personnel is mandatory. Entering the high rope park without a safety testing of the equipment is specifically prohibited.

- (3) All instructions and decisions of the climbing park operator and its personnel are mandatory and must be followed at all times. Disregarding safety instructions may lead to a falling hazard, and cause death or serious injury. In case of noncompliance or violation against safety instructions, the operator assumes no liability for related damages in this respect. Failure to comply with the aforementioned rule may result in expulsion from the climbing park. In this case admission fees cannot be refunded.
- (4) A maximum of 2 people are permitted to stay on one platform at the same time.
- (5) In the entire high rope park area, participants are not allowed to carry items that could endanger their own safety, or the safety of others (by falling down), such as, but not limited to, backpacks, handbags, cameras, mobile phones, watches, jewelry, etc.

In case of violation against this rule, the originator will be liable for any damage to a third party due to disregarding the aforementioned rule.

To avoid the risk of entanglement in ropes, safety equipment or any other element, long hair must be tied back with a hair tie or a hair net. Adequate sports or outdoors clothing and closed shoes are mandatory for a safe use of the climbing facilities.

- (6) Should a participant have to temporarily remove his/her safety equipment or part of it, to use the restrooms for example, this must be duly reported to the Fundorena personnel. After the approval by the Fundorena personnel, the safety equipment has to be removed and left at the gear-up area in the park. To put the safety 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 – Cancellation policy and force majeure

- (1) Participants of the high rope park and the trampoline area, who, **after** having attended the safety briefing, feel uncertain or incapable of properly and correctly handling and operating the safety equipment and therefore have to renounce participation (see § 3 section 2) receive a full refund of the entrance fee for this attraction.
- (2) For booked groups and reservations, the following cancellation rights apply: Cancellations received by Thoma Action Team UG at least 30 days before the booked start time shall be entitled to a full refund. Cancellation costs of 50% of the gross order amount shall be due, in case cancellations are received 29 to 15 days before the booked start time. Cancellation costs of 80% of the gross order amount shall be due, in case cancellations are received up to 7 days before the booked start time. From the 6th day on before the booked start time, cancellation costs of 100% of the gross order amount shall be due.
- (3) Any request for cancellation must be made in writing. The decisive date to exercise the rights of cancellation is the date of receipt of the cancellation declaration.
- (4) If, due to force majeure or other circumstances beyond the operator's control, the operator should be unable to fulfill its contractual obligations, no claims for compensation can be derived and visitors shall not be entitled to any refund

§ 5 - Photo, film and webcam recordings

- (1) Thoma Action Team UG reserves the right to make photo, film and webcam recordings on the entire premises, for advertising and informational purposes, and use them on any means, on the Internet as well as on paper. Should a participant not agree to this, he must immediately impart this to the Thoma Action Team UG staff. He will then be made unrecognizable.
- (2) Production of photos, films or webcam movies for commercial purpose without written agreement by the Thoma Action Team UG is forbidden in the entire premises. The use of so called Selfie Sticks (or the like), cameras or mobile phones attached to the head or to the wrist is also prohibited for safety reasons.

In case of non-respect of this provision, Thoma Action Team UG reserves the right for indemnity claim. Further, the participant may be removed from Fundorena without any entitlement to a refund of the entry price.

§ 6 – Exclusion of liability

- (1) The facilities include activities adherent with risks leading to injury. Disregarding safety instructions or misconduct may lead to a falling hazard, and cause death or serious injury. The greatest possible care of the operator will not completely prevent these risks. The participants fully understand the risk involved in participation.

Therefore the entry to the entire premises and the participation of all attractions take place at one's own risk.

- (2) Thoma Action Team UG 's liability in cases of physical injury is limited exclusively to within the framework of the mandatory legal stipulations. The liability for material and financial damage is restricted to malice aforethought and gross negligence.

Thoma Action Team UG is not liable for damages to third parties caused by other participants; it is also not liable for any accidents, damages or injuries sustained as a result either of non-respect of the general terms and conditions of use and entry, non-respect of safety notices, non-respect of instructions of the climbing park operator and its personnel, false statements/information given by the participants, possible participants' panic attacks or of improper handling.

Accidents, personal injury and material damage must be immediately reported before leaving the premises.

§ 7 – Data protection

Thoma Action Team UG only collects personal data to the extent to which necessary for a safe usage of the facilities. The collected data is not disclosed to third parties. With the participant's agreement, the data will also be used to inform the participant about special offers and new attractions.

§ 8 - Applicable law and place of jurisdiction

Place of performance and place of payment is the seat of 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.

Place of jurisdiction for all lawsuits is Freiburg.

§ 9 - Severability Clause

If any provision or provisions of this agreement shall be held to be invalid, illegal unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Furthermore, such a provision is to be replaced by an effective provision which most closely complies with the intent of the original provision, as agreed upon by the parties. This also applies in the case of the existence of a regulatory gap within these General terms and conditions of use and entry.

name	first name	signature

Feldberg, the _____
(date)