

**DECLARATION OF CONSENT BY THE PARENT /
LEGAL GUARDIAN FOR KIDS BETWEEN 3 AND 17 YEARS**

Hallo!

We are happy to welcome you here at the forest high rope garden.
Enjoy the experience!

Children and youths under 18 years must be accompanied by a legal guardian. Unaccompanied minors require a written consent by a legal guardian when they use the high rope garden. Due to insurance reasons, we cannot grant admission to the forest high rope garden in the recreation park "Freizeitpark Rutesheim GmbH" without this declaration of consent (see conditions of use).



Freizeitpark Rutesheim GmbH
Heiko und Sven Barthelmeß

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Please print out the form and return it to the ticket office – completed and signed.

Climber	First name	Last name	Birthday
1			
2			
3			
4			
5			
6			

DECLARATION OF CONSENT – LEGAL GUARDIAN

Contact details of the adult:

First and last name: _____

Street, No.: _____

Postal code, city: _____

E-Mail: _____

As the legal guardian, I hereby allow the above-mentioned child / children to use the forest high rope garden in the recreation park "Freizeitpark Rutesheim GmbH". I confirm that I have read the conditions of use; discussed them in detail with the child / children; and agree to the terms.

Place, Date

Signature of the adult participant/parent/
supervisor

CONDITIONS OF USE OF THE RECREATION PARK "FREIZEITPARK RUTESHEIM GMBH" (HEREAFTER "OPERATOR")

§ 1 General terms

- (1) The use of the park and its facilities and objects by climbers is subject to these conditions only. Any opposing conditions of climbers are not accepted.
- (2) For some facilities in the park, separate conditions of use may apply. If applicable, the climber is instructed in each instance of such conditions by the safety or supervising staff. Any notices posted by the operator must be observed.
- (3) It is not permitted to leave the marked paths or areas. The climber must observe any barriers or restricted areas in the park at all times.

§ 2 Scope of service of the operator

- (1) After paying the admission fee, the climber has the right to use the park facilities within the booked time period. Some stations of the park may be fee-based in addition. If applicable, these additional costs are posted at the ticket office and at the respective station in the park.
- (2) The operator reserves the right to cancel, restrict and/or interrupt the use of the park facilities for reasons of technical safety or due to weather conditions. The rights of the climber, in particular according to the German Civil Code § 314 BGB and §§323, 346 ff. BGB, remain unaffected in this instance.

§ 3 Conditions for using the park / behavior of the climber

- (1) The use of the forest high rope garden presents risks. Persons with a body weight of over 130 kg are not permitted to use the climbing facilities.
- (2) The climbing facilities are accessible to all persons with a minimum height of 1.10 m (1.50 m grip height) who do not suffer from an illness, or psychological or physical impairment that might pose a threat to their own or other people's health when using the climbing facilities. Children between 5 to 9 years of age may only use the climbing facilities when accompanied by a parent or other adult supervisor. For every two children, one adult must climb with them. For children between 10 to 14 years of age an adult supervisor must be present when they use the climbing facilities. Youths 15 and above need to bring along the signed declaration of consent signed by their parents / legal guardian when unaccompanied.
- (3) Climbing is permitted only in sturdy, closed shoes. Sandals are not permitted.
- (4) Persons suffering from epilepsy or who are under the influence of alcohol, drugs, medication, or other intoxicating substances are not permitted to use the climbing facilities. It is not recommended for pregnant women as from the 11th week of pregnancy to use the climbing facilities; likewise persons with back problems, or persons who have just had recent surgery done.
- (5) Minors are permitted to use the park facilities according to § 3 Section 6 of these conditions when they present a written consent by the legal guardian or when they are accompanied by a responsible adult supervisor with the parental authority. The consent must be presented before using the park facilities. The corresponding form is available at the ticket office or can be downloaded at <http://www.freizeitparkrutesheim.de/> An adult supervisor may accompany a maximum of two children only. Climbers must respect and observe differing age limitations at some stations.
- (6) All children between 3 and 5 years may use the children's climbing course. Provided that they have the ability, children and youths from a body height of 1.10 m (1.50 m grip height) may use the climbing courses yellow, orange, apricot, red, light brown, blue, dark blue, light green, beige, and brown. Persons from a body height of 1.30 (1.70 m grip height) may also use the climbing courses purple, turquoise, flying fox parcour white, blue, ruby-colored, and green. Only persons from 13 years and a body height of at least 1.50 m may use the gray climbing course. Only persons from 16 years and a body height of at least 1.50 m may use the black climbing course. Tree climbing are allowed from 6 years and after approval by a trainer.
- (7) Before using the high rope garden, every climber is required to participate in a practical and theoretical safety briefing (instruction course). Both of the safety carabiners must be hooked into the safety rope at all times. When re-hooking, only one safety carabiner at a time may be removed from the safety rope. Never remove both safety carabiners from the safety rope at the same time! Furthermore, only one climber at a time may use a climbing element. A maximum of three persons at a time may be present on the platforms. While descending the rope, make sure you slow down the descending speed to avoid a severe impact at the arrival point. Before descending the rope, make sure that there are no persons present in the area of the arrival point. The safety equipment rented by the climber (helm, belt, safety hook with carabiner and pulley) must be used as instructed by the operator/trainer; it may only be applied and removed in the presence of the trainer. Before using the toilet the belt must be removed. Smoking is not permitted when in the safety belt. The safety equipment may not be passed on to any other climber, may not be removed while using the climbing facilities, and must be returned 3 hours at the latest after the time of issue. All instructions or decisions by the supervising staff must be obeyed.
- (8) While climbing it is not permitted to carry along any objects that may represent a danger to the climber or to others (jewelry, mobile phones, cameras etc.).

§ 4 Payment

The admission fee is due in cash before using the park facilities unless otherwise agreed. On request, the operator can issue an invoice before visiting the park, which must be settled before starting the scheduled climbing event. There may be waiting times at certain climbing facilities of the park. Vouchers can be redeemed at the ticket office.

§ 5 Liability of the operator

The operator, their legal representatives, or vicarious agents shall only be liable in case of willful intent or gross negligence. In breach of essential obligations, the operator is also liable in case of simple negligence, however, limited to the foreseeable damage typical to the contract. This does not affect the damages resulting from injury to life, bodily damage, damage to health, or according to mandatory legal provisions.

§ 6 Valuables

- (1) It is urgently recommended not to bring along any valuables into the park. The operator is not liable for any valuables brought into the park; nor is the operator obliged to guard or keep safe any valuables brought into the park.
- (2) Depositing cash or valuables into a locker provided by the operator does not oblige the operator to take any further measures to guard or keep safe the objects brought into the park. In this respect, the operator does not guard or supervise any provided lockers.

§ 7 Equipment and rental

- (1) The operator provides safety equipment to the climber, which must be used for the available climbing facilities / stations. The rented safety equipment must not be removed or passed on to other persons while using the climbing facilities, unless the safety or supervising staff has granted the permission.
- (2) Climbers are not permitted to bring or use their own safety equipment.
- (3) The climber is obliged to handle the rented safety equipment / objects with due diligence. The safety equipment / objects must only be used for the intended use and according to the instructions of the safety / supervising staff.
- (4) It is not permitted to use the safety equipment while smoking or when using the toilet.

§ 8 Personal data collection and processing

The operator shall not disclose any personal data of the climber to third parties. Disclosing personal data to third parties may only happen if the climber has granted explicit consent before the disclosure of any data or there is a legal obligation to disclose such data. In case the climber has granted consent, the climber may revoke the consent any time with immediate effect and for the future by notifying the operator, for example, by e-mail, letter or fax. There shall be no data processing for commercial purposes. The operator shall not store the collected data for any longer period of time other than for the time needed to process the contract. If the climber requires information about the data stored by the operator or requests cancellation of the data, it is sufficient to notify the operator, for example, by e-mail, letter or fax.