

Rules of participation Kletterwald Freischütz 2022



English Version

1. Freiraum Erlebnis Schwerte GmbH, hereinafter referred to as FESG or the operator, is a provider of nature-related outdoor sports and draws attention to the fact that the use of the "Kletterwald Freischütz" facility involves risks and dangers that are associated with the safety precautions and safety measures incumbent on the FESG. obligations can be minimized, but cannot be completely ruled out. It is therefore in your own interest to find out about the safety rules, to inform in advance how to use the safety equipment and the courses to be climbed and to follow them.
2. Each participant must read these conditions of participation (TNB) before entering the climbing forest. In the case of minors, the TNB must be read by a legal guardian and discussed with the minor participant before he/she is allowed to use the climbing forest. At the latest with the use of the climbing forest, the TNB are classified as recognized and the requirements regarding age, state of health and physical fitness are assumed to be given.
3. The climbing forest is open to all visitors from the age of 6 with a weight of 25 to 120 kg who do not suffer from an illness or mental impairment that poses a risk to their own health or that of others when entering the park could represent people. Health impairments that are an exclusion criterion for the inspection can be, for example: recent operations, epilepsy, heart disease, pregnancy, etc. We expressly point out that a complete list cannot be compiled here. If in doubt, please consult a doctor. Children up to their 8th birthday must be accompanied by an adult on the course while climbing (supervised group programs are an exception) and the posted entry restrictions must be observed. Persons who are drunk or under the influence of drugs are not allowed to enter the climbing forest. Should an intoxicated or altered state of consciousness be noticed during the climbing, the guest will be abseiled down without delay and must leave the park. There is no refund.
4. When climbing, no objects may be carried that pose a danger to the participant himself or to others (jewellery, mobile phones, cameras, etc.).
5. Before entering the climbing park, each participant must take part in a safety briefing. All instructions and decisions of the operator and his employees are binding. In the event of violations or violations of instructions or safety requirements, the participants concerned can be excluded from using the climbing forest. The FESG assumes no liability for violations or breaches of instructions or safety requirements. In these cases, the admission price is generally not refunded.
6. The rented equipment (helmet, harness, safety line, safe roller) must be used as instructed by the operator. It cannot be transferred to others, must not be taken off while climbing and must be returned three hours after it has been issued. If the 3 hours climbing time is exceeded, a surcharge will be charged for each additional half hour started per person. In the event of contamination of the equipment due to improper use, the customer is liable for €15 of charge. The belt is adjusted for the customer by the service trainer of the climbing forest Freischütz. If it loosens or is too tight during climbing, please let our staff know.
7. The safety line, also known as the lanyard, connects the belt to the Saferoller. The length depends on the size of the person climbing and is set exclusively by employees of the Freischütz

climbing forest. If you notice a change in the length of the lanyard while climbing or are not sure, it is essential that the climbing forest Freischütz staff check it. Our employees wear red jackets with logo and beige pants. On the floor, please go to the next member of staff immediately. In the course, please call "Trainer".

8. The Saferoller represents the connection between the personal safety equipment (PPE) and the safety-relevant parts of the course. It must be used as demonstrated in the briefing. Before entering the course, the Saferoller must be guided onto the safety steel cable in the correct running direction. No participant may enter the course unsecured. In case of doubt, an employee of the FESG should be summoned. When ascending, the Saferoller must be guided over the fall protection devices called Sharks. The Saferoller must be used at or above head height. When using the cable cars, it must be ensured before departure that the Saferoller is free in the cable car cable, that the cable car cable is free and that nobody is on the landing area. At the end of the cable car, the Saferoller must be unhooked and transported hanging over the shoulder. Do not let it fall!

9. Each element may be walked on by a maximum of one person at a time. A maximum of 3 people may be on the platforms at the same time. Due to the risk of injury, it is not permitted to hold on to the steel cable or the carabiner of the Saferoller. When walking on an element without hands, the safety rope of the PSA must be guided in front of the chest and between the arms. Improper use and/or violation of these safety rules will result in the lapse of liability claims against the operator.

10. The use of cable cars is explained in the briefing by a trainer and practiced by each guest. The cable cars of the instruction course are shorter, lower and slower than the cable cars in the other courses. Follow the instructions from the briefing exactly, brake with both feet (whether backwards or forwards). Turning during the cable car ride is possible. Do not pull yourself up by the lanyard or brace your feet while riding.

11. The course called "K2" and the abseiling attraction called "Angel Falls" can only be used by guests aged 10 and over after extra instruction by a trainer and only under the supervision of a trainer.

12. The course called "Himalaya" is by far the most difficult course. Before entering, the course must be inspected from the ground. Your own positive assessment of your physical abilities is a prerequisite for entry.

13. The minimum age specified for the individual courses is information that has been coordinated with our liability insurance and is based on the assessment and experience of average climbers. This information is subject to change. The current sign at the entrance to the course is decisive. Exceeding the minimum age does not guarantee a safe or successful climbing tour. Individual abilities must be assessed by the guest himself. We therefore recommend climbing the courses in the order given in the overview flyer. There is no right to a refund of the entrance fee if you are unable to climb all of the courses.

14. In the case of events offered and/or carried out by the FESG (team play, team trophy, night climbing, headlamp climbing, GPS tours, bachelor parties and the like), the operator's right to issue instructions also applies outside the climbing forest area. The FESG cannot be held liable for damage caused by third parties outside the Freischütz climbing forest (examples: traffic accidents, falling branches, unforeseeable weather phenomena, lack of path protection, animals, people,

etc.). Participation in an event organized by the FESG does not release you from your own duty of care and personal responsibility.

15. The FESG reserves the right to exclude people who do not comply with these rules of use from visiting the climbing forest. It is entitled to cancel, restrict or interrupt the participation of visitors in the park for reasons of safety for the participants and due to the weather. The rights of the participant remain unaffected in this case, in particular according to §314 BGB and 323, 346 et seq. BGB.

16. The FESG, its legal representatives or vicarious agents are only liable in the event of intent or gross negligence. In the event of a breach of essential obligations, the liability of the operator also applies to simple negligence, but is limited to the foreseeable, contract-typical damage. This does not affect damage resulting from injury to life, limb or health as well as mandatory statutory liability rules.

17. The FESG reserves the right to take photos, films and webcam recordings throughout the facility for advertising and information purposes. If a participant does not agree to this, he must expressly state this.

18. Place of jurisdiction is Hagen, NRW, Germany. Otherwise, the law of the Federal Republic of Germany shall apply.

19. Severability clause: If provisions of these terms and conditions are or become invalid, this does not affect the validity of the remaining provisions. Rather, instead of each ineffective provision, a replacement provision corresponding to or at least coming close to the purpose of the agreement applies, as the parties would have agreed to achieve the same economic result if they had known the ineffectiveness of the provision. The same applies to gaps.