



## A. Terms and Conditions of Use

**By accepting these terms and conditions of use you also agree to the terms and conditions of use for all other enterprises under the brand name of Boulderwelt. See an up-to-date list of Boulderwelt gyms at: [www.boulderwelt.de](http://www.boulderwelt.de)**

### 1. Permission of use

- 1.1. Only those with a valid entrance ticket are permitted to use the facilities. You must be able to present your entrance ticket at all times during your visit to Boulderwelt. Use of the facility is fee-based. Valid entrance fees are publicly displayed.
- 1.2. Children under the age of 14 (date of birth) are only allowed to use the areas of the bouldering gym that are clearly marked as "Kinderwelt", "Mixedbereich" or "Boulderbereich 2" under supervision of a parent or legal guardian or any other person of legal age that holds authorized supervisory responsibilities. All other areas of the bouldering gym are off limits. Exceptions are stated in clause 1.3.

Minors from 14 years of age and older are permitted to use the Boulderwelt facility without supervision of a parent or legal guardian after presenting a respective declaration of consent by a parent or legal guardian. The forms that must be used exclusively to declare consent are available in the Boulderwelt or can be downloaded at [www.boulderwelt.de](http://www.boulderwelt.de). Every minor must have an original copy of the declaration with him or her during every visit.

- 1.3. During group events that are run by third parties the respective head of the group event must ensure at all times that the terms and conditions of use are fully observed by all members of the group in all its clauses. Group events must be led by persons that have reached legal age. The original and fully completed form "Permanent Confirmation for Group Events and School Groups" or "Confirmation for a One-Time Group Event and School Group" must be handed to the cashier upon entrance.

Minors participating in a group event advertised and lead by Boulderwelt must hand a fully completed up-to-date form of our "Letter of Consent for Minors for Lead Group Events" in its original version to the cashier. It is only valid for the course or date specifically stated in the form.

Children up to the age of 14 (date of birth) in possession of a valid bouldering license are permitted to use the bouldering walls in the entire Boulderwelt under supervision of a parent or legal guardian or any other person of legal age that holds authorized supervisory responsibilities.

- 1.4. Boulderwelt is a product of Boulderwelt GmbH. It is run solely commercial.
- 1.5. Unauthorized use of the climbing facility as well as use against the terms and conditions stated here will be punished with a increased entrance fee of € 100,--.



Enforcing and exercising claims of any additional charges, especially claims for compensation of damages as well as expulsion from the bouldering gym and unlimited exclusion from the premises are reserved.

## 2. Hours of use

- 2.1. Use of the bouldering facility is permitted during its defined opening hours only. These are displayed. The end of business hours is announced by a signal. The light is reduced to about 50% 10 minutes later. The same holds for the slackline park.
- 2.2. It is not allowed to use the outdoor premises of the facility during thunderstorms or during possible danger of lightning. Each visitor must take responsibility individually.

## 3. Bouldering rules and liability

- 3.1. Bouldering is a high-risk sport and therefore calls for a high level of caution and responsibility. The extent of your own responsibility is especially determined with the following bouldering rules. Every visitor of the facility must observe them. **Residing in and use of the bouldering facilities, especially bouldering and slacklining, take place at your own risk and your own responsibility.** As far as liability exists notwithstanding this other damages than risk of life, the body or health of the Boulderwelt GmbH, their institutions, legal representatives, auxiliary persons, and other aids shall not be made liable except if damage was caused by deliberate acts or grossly negligent conduct.

There is no legal obligation for Boulderwelt to constantly monitor every customer for safety reasons. Boulderwelt staff is required to monitor the climbing operations on a regular basis, this means overseeing the boulderers on the climbing walls in regular intervals to check for potentially dangerous situations. The observation location is selected by the staff in a way that the entire area can be monitored, which requires a frequent change of location.

- 3.2. Parents or legal guardians are responsible for their children or persons they are entrusted with. Children face risks when visiting the bouldering facilities, especially when they are bouldering. Parents, legal guardians or persons entrusted with their care need to be aware of these and must take precautions on their own. Children must be supervised during their entire visit of the facility. Children are not permitted to play in bouldering areas or in places where objects or boulderers could potentially fall. Especially small children are not allowed to stay in these places or be put down to rest here. Children are only allowed to boulder and play in clearly marked areas for children under the supervision of their parent(s) or legal guardian.
- 3.3. Each visitor must take utmost consideration of other visitors. Visitors are obliged to refrain from anything that can result in a danger to him or herself as well as third parties. Each visitor must be aware that he or she can be in danger of falling visitors or objects.



Visitors must take precautions by themselves. It must be ensured that only one person at a time is bouldering in one area of a wall. It is not allowed to boulder above one another.

- 3.4. Areas that are marked as closed must not be entered and must not be bouldered on. It is not allowed to boulder above the upper limit of any wall. It is not allowed to access the bouldering walls from the top.
- 3.5. Artificial climbing holds do not underlie any norm. Artificial climbing holds can unexpectedly loosen or break, thus harm or hurt the bouldering person or third parties. The Boulderwelt GmbH will not warrant for the stability of the attached holds.
- 3.6. Loose or damaged holds must be reported to the facility's staff immediately.
- 3.7. Special dangers occur in the outdoor areas through rain and in winter through snow, ice, roof avalanches, ice fall etc. Artificial climbing holds can also break more easily in winter than in summer. The outdoor areas are not cleared or scattered in the winter months. Visitors must therefore take special precautions and care due to these possible dangers.
- 3.8. Every accident that leads to a damage to a customer must be reported to the staff at the counter immediately.

#### 4. **Slackline rules**

**Use of slacklines is exclusively at your own risk and your own responsibility.** As far as liability exists notwithstanding this other damages than risk of life, the body or health of the Boulderwelt GmbH, their institutions, legal representatives, auxiliary persons, and other aids shall not be made liable except if damage was caused by deliberate acts or grossly negligent conduct.

Each user must take own precautions to ensure that the necessary safety aspects are being met.

#### 5. **Alterations, damages, and cleanliness**

- 5.1. The use of open chalk is prohibited. Only liquid chalk and chalk balls are allowed to be used in the entire facility.
- 5.2. Drinks are not allowed on the safety mats. Tableware and glasses are only allowed in the bistro areas.
- 5.3. Visitors are not allowed to change, remove, or attach new hand holds, foot holds, and/or volumes.



- 5.4. It is forbidden to boulder barefoot or in socks. Accessing the safety mats is only allowed in climbing shoes. It is allowed to boulder in the seminar room and the "Kinderwelt" in clean indoor gym shoes.
- 5.5. The facility as well as the property are to be handled with care and kept clean. Trash (including cigarette butts) have to be disposed of in trash bins.
- 5.6. Animals are not allowed in the facility.
- 5.7. Bikes have to be parked in front of the facility. They are not allowed inside the facility. We are not liable for damage or theft.
- 5.8. Open fire is prohibited in the entire facility. Smoking is forbidden indoors in the entire facility (bouldering areas, bistro, toilets, changing rooms etc.). It is only allowed in marked smoking areas in the outdoor section of the facility.
- 5.9. You are responsible for your wardrobe and gear. We are excluded from liability in case of loss or theft. This includes objects in the lockable closets and lockers, especially valuables.
- 5.10. The lockers are emptied every night after opening hours. Borrowed as well as brought locks will be removed and contents emptied into the lost-and-found-box.

## **6. Rental agreement for rental equipment**

- 6.1. The borrower is obligated to care for rental equipment with utmost diligence. The borrower is obliged to replace lost rental equipment at list price.
- 6.2. The borrower is obliged to check rented equipment for obvious defects (e.g. chafe marks etc.). Defects must be reported immediately. The renter is entitled to claims for damages on rental equipment.
- 6.3. A rental fee must be paid and rental time is for one day only. Rental material must be returned the day of rental 15 minutes before closing at the cashier's desk. If not rental fees for each consecutive day are charged in the equal amount. A deposit in the form of a document with a photograph must be made. The rental equipment is only to be used in the Boulderwelt.

## **7. Domiciliary right**

- 7.1. The Boulderwelt GmbH and authorized representatives exercise the domiciliary right of the bouldering facilities. Their instructions must be followed.
- 7.2. Violations of the terms and conditions can lead to a limited or unlimited expulsion from using the bouldering facilities. The right to exercise additional claims remains unaffected.



**8. Amendment to terms and conditions:**

We reserve the right to supplement and adjust the terms and conditions if changes in legal, governmental, or technical conditions lead to an offset between service and consideration or lead to a contractual gap or if an adjustment is necessary because of the introduction of new provisions of services in our Boulderwelten and if the amendments are reasonable under consideration of your interests. We will notify you of amendments of our terms and conditions at least four weeks in advance of the planned implementation with an e-mail containing the changes of the respective terms and conditions. The notice will be sent to the e-mail address you provided us with upon your initial registration. Your consent to notified changes will be considered as given if you do not object to them in written form within four weeks after receiving the notification of change. We will inform you of said changes in the afore mentioned notification of change e-mail. If you object to the amendment of our terms and conditions in due form and time the contractual relationship will be continued under the previously specified conditions. However, we do reserve the right to terminate the contract at the next possible date. Adjustments and changes of our terms and conditions will nonetheless become part of the contract if you continue to use our services after notification and implementation of the changes - for example if you continue to visit our Boulderwelten - or consent to the changes in any other form.

**9. Severability clause:**

If a regulation in this contract should become invalid in whole or in parts or lose its legal validity at a later point in time it shall not invalidate the remaining provisions hereof. Legal regulations will replace void terms.

**Munich, 01.08.2023**

**Management Boulderwelt GmbH**