

General Terms and Conditions

§ 1 Use

(1) The operator of the premises *HighLIVE* - LIVE Soziale Chancen e.V. - and the guests using the premises sign a contract that regulates the use of the premises. The contract will come into existence by the users applying in written form or signing the written application (accepting the general business conditions, the rules of use and conduct as well as the completed health questionnaire).

(2) The High Rope Course can only be accessed with permission and under supervision of *HighLIVE* High Rope Course employees and ONLY be used when wearing premise-specific safety equipment. Use will commence once specific safety equipment is donned. Pregnant women and people under alcohol or drug intoxication are excluded from using the premises. Users subject to epilepsy may use the premises if free from seizures for the past two years and signing an affidavit.

(3) Decisions of use upon medical condition are solely made by *HighLIVE* employees. An individual conversation may be necessary with users subject to special medical conditions. Individuals should limit or refrain from the use if a special health condition is known / or decide after an individual conversation with premise employees whether the use is possible. Individuals are responsible if they stop the use of the premises without previous conversation with premise employees and fees cannot be redeemed in this situation.

(4) The use of the High rope Bourse will directly depend on the secure fit of the individual safety harness. Use is possible for children 6 and up. The minimum size is 130 cm. Employees will decide upon the actual height and size of the users which must comply with these decisions. Children may have to be accompanied by an adult. An upper weight limit of 120 kg/265lbs must be observed, decision is left to employees whether a person's weight will comply with the regulations.

(5) All users have to comply with the instructions of premise employees. If users do not comply with employee instructions, users may be immediately excluded from the High Rope Course, fee redemptions will not be made upon exclusion.

§ 2 Contract formation

(1) Individuals, families or groups up to 8 persons will not need a reservation for the use of the Rope Course. For groups exceeding 8 persons a reservation by phone may be required. The contact of use becomes existent through accepting and signing the business conditions, the rules and regulations, the completion of the health safety form as well as paying the entrance and use fee.

(2) Verbal and written registration for events at the Team Parcours of the High Rope Course are required and engaging. Once the written application is received, a down payment of 50% of the fees is required. The remaining funds are due 7 days before the event. If the event is to take place within 7 days, the entire fees are due one day before the event.

(3) Written cancellation is mandatory within a reasonable time frame

- up to three months before the event, 10% of the fees are due.
- between three weeks and 7 days before the event, 50% of the fees are due.
- less than 7 days to the event, 80% of the fees are due.
- no-show: 100% of the fees are due.

If the use of the premises has to be cancelled due to technical (safety) reasons or because of an act of nature, employee instructions have to be followed and users must immediately return to the ground within the actual safety limits. If the premises cannot be brought back to normal operation within a reasonable time frame (45 minutes) the use may be terminated entirely.

§ 3 Safety standards and liability

(1) The *HighLIVE* rope courses and the inherent safety equipment complies with the Standards of the European Ropes Course Association (ERCA) resp. the International Adventure Park Association (IAPA) and are subject to daily safety inspection before use by employees. Employees point out safety regulations to rope course users and maintain constant safety supervision during the use of the premises.

(2) Liability excludes damages due to inappropriate behavior or inappropriate use of the premises or due to motoric or physical deficiencies. Liability also excludes incomplete or false application (health questionnaire)

(3) The user is liable for all damages to the premises due to inappropriate behavior or conduct

§ 4 Use by minors

(1) The use by minors is only permissible if an adult having parental authority accepts the rules and regulations on behalf of the user. If the actual physical and cognitive condition is deemed unacceptable by *HighLIVE* Rope Course employees, minor users with parental consent can also be excluded from using the premises. Employees are not responsible for minor users during the use of the premises.

§ 5

(1) Every user is bound to the rules of use and conduct (found in detail at the website of the *HighLIVE* Rope Course as well as at the premises), to read, understand and to accept the regulations and to comply with his signature. (Adult with parental authority for minor participants.)



Use rules

The *HighLIVE* Rope Courses - established since Summer 2010 at the Erbeskopf are a great attraction of the Naturpark Saar-Hunsrück.

You can live a fabulous adventure in the trees in best possible safety since a continuous safety system prevents accidental unlocking and the risk of falling. Please help us by complying with the rules, regulations and safety precautions in use turning your visit into a pleasant experience. Discuss safety precautions with your children.

General Rules and Regulation of use:

- You are in a forested area right in the middle of a natural park. Don't litter and use trash canisters or pack out your trash.
- Smoking is strictly prohibited on the entire Rope Course premises and also while wearing safety harnesses.
- If taking off safety equipment (exple: when smoking away from the premises or while going to the bathroom), please leave your harness on premises. When donning the safety equipment, please use the help of an employee as safety inspection.
- The use of the High Rope Course is at your own risk. Every user needs to get informed of the safety rules and business conditions as well as truthfully fill in and sign the health questionnaire. Every user will receive mandatory detailed safety instructions before the use by premise employees.
- Users **MUST ONLY** use the inspected safety equipment of the *HighLIVE* Rope Course.
- Objects of value (cell phones, wallets, larger jewellery, music players, key fobs, etc.) and other objects (drink bottles) must not be carried when climbing. We ask you to keep those items in your vehicle or leave them at the register. We are not liable for loss or theft.
- Long hair needs to be contained by hair retainers.
- Persons that are visibly intoxicated any alcoholic beverages or drugs cannot use the premises. Persons subject to a physical or psychological handicap must indicate this condition to premise employees.
- The use of the premises is limited to three hours (public area). The use of the team area is governed by the duration of an individual event.
- The refrain of use due to individual decision, the infringement of the regulations of due to acts of nature does not entitle the user to fee redemption.
- Instructions of premise employees **MUST** be obeyed for safety reasons! Infringement of employee instructions may exclude individuals from using the premises.
- Children under the age of 10 require an accompanying adult. School classes and groups of children require sufficient supervising adults. Minor participants require written parental agreement.

Your* signature on the form for health questionnaire attests your careful reading, understanding and accepting the general business terms, the rules of use as well as the health questionnaire (medical questionnaire on physical conditions). You also attest the truthful indications in the health questionnaire and rule out any medical counter indications.

* adult with parent authority for minor participants