



General Terms and Conditions of Ziplinepark Elmstein UG (limited liability)

Ziplinepark Elmstein UG (haftungsbeschränkt)
Wiesengasse 28
Managing directors: Rene Verdaasdonk
D-67471 Elmstein

Registration/booking:

With his registration, the participant enters into a binding contract with the contractual partner, the company Ziplinepark Elmstein UG (limited liability), hereinafter referred to as the Organiser. Registrations can be made in writing, online, by e-mail, by telephone or in person. If the registration is made for a group, the person making the registration assumes what is known as the power of representation for the other registered participants. This person confirms that he/she is the direct payer and client of the booking or registration vis-à-vis the Organiser.

The contract is concluded upon acceptance by the Organiser and does not require any special form.

Performance:

The services that are contractually agreed result from the offer in the confirmation of participation from the Organiser. However, the Organiser expressly reserves the right to declare a substantial change in the service content for objectively justified, considerable and unforeseeable reasons, e.g. concerning the safety of the participants.

Payments:

Unless otherwise agreed, the full amount of the order is payable on the day of the booking. The agreed number of participants applies. Invoices are payable immediately upon receipt without deduction.

Rebooking/cancellation:

A Rebooking during the current season is possible, from 7 - 3 days before the event 50% of the ticket price will be charged. Cancellation by the participant and reimbursement of the participation fee are excluded. The organiser therefore recommends the conclusion of a ticket insurance. The Organiser has the right to cancel, stop or end an event if there is a danger for the participants in the activity due to forces of nature (e.g. thunderstorms, storms, avalanches, floods, etc.). The responsible trainer is authorised to exclude individuals or the group if there is a danger for the participant himself or other participants due to alcohol, drugs, impairing medication, or physical or psychological suffering. In these cases, the participant has no right to a refund.

In the event of damage to property or loss of material caused by negligence, gross negligence or intent on the part of the participant, all costs of repair, replacement and failure will be charged to the party responsible. This also applies in the event of improper handling of materials provided as part of activities for school groups and adolescents. In this case, the parent/guardian is liable for damage or loss.

Obligation to cooperate:

The contractual partner and, in this sense, also the participants of the contractual partner are obliged to avoid damages or to keep them low in the event of service disruptions. Complaints must be made immediately to the Organiser, otherwise any claims are excluded.

**Warranty and liability:**

The respective event will be carefully prepared and conducted according to the current state of knowledge. The Organiser assumes no liability for any advice given and the utilisation of the acquired knowledge. The Organiser is only liable for damage caused intentionally or grossly negligently by his instructed trainers.

The Organizer expressly indicates that outdoor events are always subject to a particular risk. The Organizer also assumes no liability for insect bites, tick bites, allergic symptoms and their short-term or long-term effects. All participants should feel capable of meeting the demands of the booked event. They are responsible for their actions and for their physical and mental health.

None of our events claim to offer healing or psychological treatment. With the registration, every participant declares that they are healthy and display a normal level of psychological and physical resilience. Physical and mental limitations, illnesses and special behaviours that may be relevant for participation must be communicated to the Organizer in advance.

The Organiser does not assume any liability for accidents or injuries for which the participant himself is responsible or that are caused by the participant himself (negligently, grossly negligently or intentionally).

All participants undertake not to have taken or to take any alcohol, drugs, medications or other substances before or during the participation that could endanger themselves, other participants, the trainers or property. In the event of a violation, all liability obligations on the part of the Organiser become void.

Participation in all exercises and activities is voluntary.

It is the task of all participants to actively maximise safety at all times and to report any safety deficiencies to the management personnel immediately.

All instructions and decisions of the trainer regarding the safety of the participants are binding. If participants act against the safety instructions of the trainer, the trainer has the right to exclude the affected person(s) from the event.

Severability clause:

Should individual provisions of these GTC prove to be invalid or unenforceable in whole or in part or become invalid or unenforceable as a result of changes in legislation following conclusion of the contract, the remaining provisions of the contract and the validity of the contract as a whole will remain unaffected.

The invalid or unenforceable provision will be replaced by a valid and enforceable provision that corresponds as closely as possible to the meaning and purpose of the invalid provision.

Place of jurisdiction:

The place of jurisdiction is Ludwigshafen. The contractual partner acknowledges German law irrespective of his nationality and will act exclusively in accordance with it in the event of damage.