

General Terms and Conditions of Admission and Use

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§ 1 - Scope of Application, Conditions of Participation, General

(1) The following applies in the High Ropes Park: Participation is completely excluded for underage visitors under 5 years of age. For underage visitors 5 years and older, participation is permitted when accompanied by an adult supervisor. For underage visitors from the age of 11, participation is also possible without an accompanying adult.

The following applies in the trampoline park: Participation is completely excluded for underage visitors under 3 years of age. For underage visitors 3 years and older, participation is allowed when accompanied by an adult supervisor. For underage visitors from the age of 9, participation is also possible unaccompanied.

The following applies in the Boulder Arena: Participation is completely excluded for underage visitors under 5 years of age. For underage visitors 5 years and older, participation is allowed when accompanied by an adult supervisor. For underage visitors from the age of 9, participation is also possible unaccompanied.

The following applies at Fundo's Funpark indoor playground: Participation is completely excluded for underage visitors under 2 years of age. For underage visitors 2 years and older, participation is allowed when accompanied by an adult supervisor. For underage visitors from 5-8 years participation is only possible with a supervisor. School classes and groups with supervisors are excluded from this regulation.

(2) Excluded from participation are persons who suffer from mental or physical illnesses/impairments and who could endanger their own health or that of third parties by participating. Also excluded from participation are persons who are under the influence of alcohol, medication, other intoxicating substances or drugs.

(3) Not allowed to participate are persons who have a body weight of more than 120 kg, who have spinal disc damage or who have just been operated on, as this could lead to health problems. Should such persons, contrary to this recommendation, nevertheless participate, Thoma Action Team UG assumes no liability for any resulting injuries.

(4) Pregnant women are advised to refrain from participation for their own safety and for the safety of their unborn child.

(5) Registered visitors and groups must arrive at the latest 15 minutes before the booked appointment. In case of a delay, only the remaining time of use can be used. A refund of the costs is excluded. An extension of the usage time, if feasible, is only possible for an additional charge.

(6) Anyone who causes a nuisance to other visitors, enters the facility contrary to the existing usage facilities, does not follow the instructions of the staff or the mandatory and prohibition signs, or is otherwise disruptive, may be expelled from the Fundorena without any right to a refund of the admission fee. In particular, it is pointed out that smoking is absolutely prohibited in the entire facility. The employees are entitled to exercise all rights flowing from the domiciliary rights. The visitor is also obliged to pay compensation for any damage caused intentionally and particularly in connection with any of the above conduct.

(7) Upon entering the Fundorena, the visitor agrees to show employees the contents of bags, backpacks and other containers that they wish to take into the facility. Bringing knives or other weapons, is not allowed. For safety reasons, bringing glass bottles and other potentially dangerous items is also not permitted. The use of external or internal loudspeakers as well as cell phones of any kind, especially for playing music, is not permitted. Visitors who refuse to disclose the items they have brought with them or who refuse to hand over dangerous items may be denied access to the facility.

(8) The use of the checkroom is at the visitor's own risk. No liability is assumed for lost items and clothing. If necessary, lockers are available in the changing area, which can be used against a deposit.

§ 2 - Equipment and facilities

(1) The high ropes course may only be entered with the equipment provided by Thoma Action Team UG. This includes harness, helmet, safety line with carabiner and steel rope pulley. The borrowed equipment must be used according to the instructions of the organizer/supervisor and treated with care. The equipment may not be taken off during the entire stay in the high ropes park. Furthermore, the visitor is not entitled to lend the equipment to third parties or to tolerate its use by third parties. Any damage or changes to the equipment must be reported immediately. It is expressly forbidden to take the equipment to the toilet. In case of violation, a flat cleaning fee of € 25.00 will be due.

(2) The Boulder Arena is only allowed to be used with boulder shoes provided by Thoma Action Team UG for a fee. Entering the Boulder Arena with self-brought climbing shoes is only allowed after consultation with the Fundorena staff.

(3) The trampoline park and the children's playground Fundo's Funpark may only be used with special Fundorena Jump Socks. These can be purchased at the facility for a fee.

(4) The wilful destruction of any equipment and all facilities of Fundorena will be charged to the damaging party.

(5) After the expiration of the agreed time of use, the borrowed equipment must be returned, and an immediate logout is required. Otherwise, a surcharge of € 3.00 per half hour or part thereof is due for exceeding the time limit by more than 5 minutes.

§ 3 - Safety briefing

(1) Before each attraction of the Fundorena, the respective rules of conduct are listed in writing. These rules must be read carefully and observed by each visitor. Visitors who are minors must be instructed about the rules by their escorts. In case of any ambiguity, the visitor must contact the staff and have the rules explained to him.

(2) Every participant of the High Ropes Course and the Freestyle Jump must attend the entire practical and theoretical safety briefing before the start. This also applies to participants who have already visited another high rope course or forest ropes course. Unclear points during the safety briefing, especially the handling of the self-belaying, must be addressed and clarified by the participant. Participants who do not feel capable of correctly carrying out the prescribed safety handling for self-securing after the safety briefing must immediately contact the briefing trainer and refrain from participating in the high ropes course. Regarding any refund, § 4 para. 1 applies. Before entering the high ropes course, a safety check of the equipment must be carried out by the staff. Entry without prior safety check is expressly prohibited.

(3) All instructions and decisions of the operator and its personnel are binding. Participation may involve the risk of significant injury, up to and including a fatal fall, in the event of non-compliance with safety regulations. For this reason, the operator assumes no liability for related damages in the event of violations or breaches of safety regulations. In addition, participants may be excluded without entitlement to a refund of the entry fee.

(4) On the platforms in the high ropes course, a maximum of 3 persons on the small platforms and a maximum of 5 on the large starting platforms may be present at any one time.

(5) No objects such as bags, backpacks, jewelry, watches, cell phones, cameras, etc. may be carried in the entire high ropes park that pose a danger to the participant or (e.g. by falling down) to third parties. In case of disregard of this regulation, the causer is liable for the damages caused to a third party by the disregard. To prevent entanglement (for example in carabiners, rope pulleys or exercise elements), long hair must be secured with hair ties or hair nets. The high ropes course is to be entered wearing suitable sports/leisure clothing and closed athletic footwear.

(6) In case a participant wants to take off the equipment or a part of the equipment (e.g. for going to the toilet or similar), this has to be approved in advance by the designated staff of the Fundorena. After receiving such permission, the participant shall take off his/her equipment at the dressing place. If a participant wishes to resume climbing, a new safety check of the equipment must be performed by the staff. Entering the High Ropes Park is otherwise not permitted.

§ 4 - Cancellation conditions and force majeure

(1) For registered groups or reservations, cancellation is possible free of charge up to 30 days before the start of the event. Between 29 and 15 days before the start of the event, 50% cancellation costs will be charged. Up to 7 days before the start of the event, 80% cancellation costs are due. From the 6th day before the start of the event, 100% of the fee will be charged.

(2) Cancellation must be made in writing in all cases. The date of receipt of the notice of cancellation is the relevant date for exercising the right of cancellation.

(3) Should the organizer not be able to provide the service due to force majeure, no claims for damages can be derived from this.

§ 5 - Photo, film and webcam recordings

(1) The Thoma Action Team UG reserves the right to take photos, film and webcam recordings for advertising and information purposes throughout the facility and to use them, both on paper and on the Internet. Should a participant not agree to this, he/she must explicitly inform Thoma Action Team UG in advance. In this case, the participant will be made unrecognizable.

(2) The making of photo, film and webcam recordings by participants for commercial purposes is prohibited without prior approval by Thoma Action Team UG in the entire facility. The use of so-called selfie sticks or similar, cell phones or cameras attached to the helmet or wrist is expressly prohibited for safety reasons. Thoma Action Team UG reserves the right to assert any claims for damages in case of non-compliance. The participant can also be immediately excluded from further use of the facilities and asked to leave the facility.

§ 6 - Disclaimer

(1) Some of the attractions are activities in which injuries can occur due to falls or the like, and in the case of misconduct, even fatal injuries, which cannot be completely prevented even with the greatest possible care on the part of the operator. The participants are aware of this danger. For this reason, walking on the entire facility and participation in the attractions is at your own risk and peril.

(2) Thoma Action Team UG is liable for personal injuries within the scope of the legal regulations. For property damage and financial loss, liability is limited to intent and gross negligence.

(3) Liability for damages caused by other visitors is excluded. Likewise, liability for accidents caused by non-compliance with the GTCS, the safety instructions, the instructions of the staff or due to incorrect information, panic attacks of participants or incorrect handling is excluded.

(4) Accidents, property damage or personal injury must be reported immediately before leaving the facility.

§ 7 - Data protection

(1) Thoma Action Team UG only collects data insofar as it is necessary for the safe operation of the system. The data will not be passed on to third parties.

§ 8 - Choice of Law and Place of Jurisdiction

(1) The place of performance and payment is the registered office of Thoma Action Team UG. The law of the Federal Republic of Germany shall apply to these AEB and the contractual relationship between us and the participant.

(2) The place of jurisdiction for all legal actions is Freiburg.

§ 9 - Severability clause

(1) Should individual provisions of these GPC and the safety instructions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. Rather, the invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the meaning and purpose that the parties pursued with the original provision. The above provisions shall apply mutatis mutandis if the GPC prove to be incomplete.