



Declaration of consent

For individuals, couples, and families

Please take a moment to read the General Terms and Conditions (GTC) on the reverse side.
Then fill out this form completely and legibly. Thank you very much!

First and last name:

Street:

Postal code / City:

Email (optional):

Child's name:

Date of birth:

Age:

I have read and understood the General Terms and Conditions on the reverse side.
By signing this document, I accept the General Terms and Conditions.

date

signature

signature

WWW.ERLEBNISHOEHE-WALD-MICHELBACH.DE

DIRECTIONS TO THE CLIMBING FOREST: Kletterwald Wald-Michelbach // Erlebnishöhe Wald-Michelbach | Kreidacher Höhe 2 | 69483 Wald-Michelbach | Tel.: 06207 / 922 48 48

ADMINISTRATION: Wiegand Erlebnisberge GmbH | Landstraße 12 | 36169 Rasdorf | Tel. 06651 / 98 00

General Terms and Conditions of the Wald-Michelbach Climbing Forest (AGB)

§ 1 General

(1) Use of the climbing forest and the facilities and equipment contained therein by participants is subject exclusively to these terms and conditions. Any conflicting terms and conditions of the participants will not be recognized. Each participant must read these terms and conditions before using the facility. By signing, they confirm that they have read and agree to these rules. For participants under the age of 18, a parent or guardian must read the terms and conditions and discuss them with the minors before they are allowed to use the climbing forest. By signing, the parent or guardian confirms that they have read and understood the terms and conditions and have explained them to the minor participants.

(2) Additional, separate terms of use may apply to individual facilities in the park. Visitors will be informed of their content and validity individually at the respective facility by the safety/supervision personnel. Any notices and instructions given to staff must be observed.

(3) Leaving marked paths and areas is not permitted. Existing barriers within the climbing forest must always be observed by participants.

(4) Dogs are only allowed on a leash. The operator accepts no liability for damage to clothing caused by external influences, such as tree resin.

§ 2 Scope of services owed

(1) Participants are entitled to use the entire park for the booked time slot in return for payment of the admission price. Individual stations in the park may also be subject to a charge. If this is the case, the relevant costs will be displayed at the main ticket office and also at the individual stations in the park.

(2) The organizer is entitled to cancel, restrict, or interrupt visitors' participation in the park for reasons of safety or due to weather conditions. The rights of the participant, in particular under § 314 BGB (German Civil Code) and §§ 323, 346 ff. BGB, remain unaffected in this case.

§ 3 Conditions for park use / Conduct of the participant

(1) Visiting/participating in the park under the influence of narcotics and/or alcohol is prohibited. Consideration must be shown to other visitors and their interests throughout the entire facility. Pregnant women climb at their own discretion and risk. The operator is not liable for damage or injury to pregnant women.

(2) Visiting/participating in the park is suitable for visitors aged 6 and above. Visiting/participating in the park requires the participant to be in adequate physical condition. Visitors who do not meet this requirement and/or suffer from an illness or mental or physical impairment are excluded from participating in the park. If one of the above grounds for exclusion of a participant is only discovered by the supervisory/security personnel, the participant will be excluded from using the park and the admission price will be refunded.

(3) With regard to the safety equipment provided by the organizer, the organizer is entitled to exclude persons who exceed a maximum weight (120 kg) from participating in the park. The maximum weight limit is posted in the ticket office area.

(4) Before using the park, each participant must take part in the mandatory safety briefing provided by the organizer. The instructions given by the staff must be followed at all times. Repeated violations of the instructions given may, if they constitute a culpable breach of duty on the part of the participant, lead to exclusion from use of the park after prior warning.

(5) For safety reasons, no objects such as openly worn jewelry, cell phones, cameras, etc. may be carried while using the park and facilities. Long hair must be tied back with a hair tie. Closed, sturdy shoes must be worn. The Wald-Michelbach climbing forest accepts no liability for items left behind.

(6) Minors are permitted to use the park upon presentation of written consent from their legal guardians or in the presence of a responsible adult capable of supervising them. Consent must be presented before use of the park begins. The relevant form is available at the ticket office and can be downloaded online at www.erlebnishoehe-wald-michelbach.de. Children under the age of 10 may only use the park when accompanied by a responsible adult. One responsible adult may accompany a maximum of two children aged 6-7 (climbing with them). One adult guardian may accompany a maximum of five children aged 8-9 (climbing with them). One adult guardian may accompany a maximum of ten children aged 10-15 (supervision without climbing). From the age of 16, all courses may be used without supervision. Different age restrictions specified by the operator for individual courses/stations must be observed and complied with by participants. Use of the courses in the climbing forest is based on the age, height, and weight of the participants. The pink (1), red (2), yellow (3), orange (4), brown (5), purple (6), gray (7), and green (Fox Kids) courses may only be used by children aged 6 and over and with a minimum height of 1.10 m when accompanied by an adult who is also climbing. From the age of 10, independent use is permitted under adult supervision. The blue (8), light blue (9) and turquoise (10) courses require a minimum age of 8 years, a minimum height of 1.30 m and a minimum weight of 30 kg. Here too, children up to the age of 10 must be accompanied by an adult who is also climbing, and from the age of 10, independent use is possible under adult supervision. All of the above courses can therefore be used from the respective minimum age when accompanied by an adult who is also climbing. From the age of 10, independent use is possible, but always under adult supervision. One adult may accompany or supervise two children. From the age of 16, all courses may be used without supervision.

§ 4 Liability of the organizer

The organizer, its legal representatives, or vicarious agents are only liable in cases of intent or gross negligence. In the event of a breach of essential obligations, the organizer shall also be liable in cases of simple negligence, but limited to the foreseeable damage typical for this type of contract. This does not affect damages resulting from injury to life, limb, or health, as well as mandatory statutory liability provisions.

§ 5 Bringing valuables

(1) Participants are expressly advised not to bring any valuables to the park. The organizer is not responsible for the safekeeping of any valuables brought to the park.

(2) The deposit of money or valuables in a locker provided by the organizer does not constitute any further monitoring/safekeeping obligations on the part of the organizer with regard to the items brought in. The organizer does not monitor any lockers that may be provided.

§ 6 Equipment/rental

(1) The organizer provides participants with safety equipment for use in the park and the facilities/stations therein. The safety equipment provided may not be removed or transferred to other persons during use of the forest rope park, unless permission is granted by the safety/supervisory personnel. The equipment received must be returned to the organizer in accordance with the individual instructions given to the participant before leaving the park (after 3 hours at the latest).

(2) Participants are not permitted to bring and use their own safety equipment.

(3) The participant shall treat the safety equipment/items loaned by the organizer with the necessary care. The safety equipment/items are to be used exclusively for their intended purpose and in accordance with the instructions of the safety/supervisory staff. The safety carabiners must always be attached to the safety rope marked in green. Never unhook both safety carabiners at the same time. Each exercise may only be performed by one person. A maximum of 3 people are allowed on the tree platforms. The zip lines (flying foxes) may only be used when it is certain that the landing area is clear. In case of doubt, a trainer must be called.

(4) Smoking and using the toilet while wearing safety equipment is prohibited.

§ 7 Personal data

The organizer will not disclose the participant's personal data to third parties. Otherwise, data will only be disclosed to third parties if the participant has expressly consented to the disclosure of data or if there is a legal obligation to disclose the data. If the participant has given their consent, they may revoke this consent at any time with future effect by simply notifying the organizer (e.g., by email, letter, or fax). No order data processing will take place. The organizer will not store any data collected for longer than is necessary for the purposes of contract processing. If the participant wishes to obtain information about the data stored by the organizer or to have it deleted, a simple request to the organizer (by email, letter, or fax) is sufficient.

§ 8 Severability clause

Should any provisions of these General Terms and Conditions become invalid, this shall not affect the validity of the remaining provisions. Rather, any invalid provision shall be replaced by a provision that corresponds to the purpose of the agreement or at least comes close to it, as the parties would have agreed to achieve the same economic result if they had been aware of the invalidity of the provisions. The same applies to loopholes.