

§ 1 Scope of the General Terms and Conditions

(1) Weitblick Naturerlebnis GmbH, Unter den Eichen 5, Haus G, 65195 Wiesbaden (hereinafter referred to as the "Operator"), operates the climbing forest in Darmstadt, Atzwinkelweg, 64287 Darmstadt (hereinafter referred to as the "Climbing Forest"). The following General Terms and Conditions apply to the use of the climbing forest by the user in the version valid at the time of use.

(2) In principle, every user who wishes to use the climbing forest must submit a declaration of consent in advance and confirm that they have taken note of the General Terms and Conditions and agree to them. The declaration of consent can only be submitted digitally. If the user does not have a mobile device, they can submit the declaration of consent on site on one of the operator's devices. The legal guardian or custodian of a user under the age of 18 acknowledges the General Terms and Conditions for this user and confirms that the General Terms and Conditions have been discussed with the underage user before using the operator's services.

§ 2 User authorization

(1) The use of the climbing forest is subject to a charge.

(2) The prices for use are based on the respective valid price list and refer to the respective specified duration of use of the facilities ("climbing time").

(3) The "climbing time" consists of approx. 30 minutes of safety instruction and 2.5 hours in the climbing forest. The equipment must be returned after 180 minutes. Use begins with the instruction.

(4) Children from the age of four may climb in the children's course. Children under the age of six must be supervised by an adult on the children's course (from the ground). From the age of six, children may also climb high courses (from a height of 3m) with the appropriate age rating. Children under the age of 12 must be accompanied by an adult on the high courses. 6-9 year olds and children without the required grip height of 165cm require an accompanying adult to climb the course with them. One adult can supervise up to 2 children. From the age of 10 and a minimum grip height of 1.65m, accompaniment from the ground is also possible; in this case, one adult can accompany up to 6 children.

(5) Children up to the age of 12 may only use the climbing garden under the supervision of a parent or guardian or another adult authorized to supervise.

(6) Young people from the age of 12 may only use the climbing garden alone after submitting a written declaration of consent from their legal guardians. The form to be used exclusively for this purpose is available at the cash desk, can be downloaded from the website or sent by post or fax on request.

(7) Young people over the age of 12 may only use the climbing forest unaccompanied by a parent or guardian upon presentation of a corresponding declaration of consent from the parent or guardian. This declaration of consent can only be submitted digitally either on the website or on site on one of the operator's end devices.

(8) Groups of underage users must be accompanied by a group leader of legal age who is authorized to supervise them. It is the responsibility of the adult group leader to obtain the consent of all legal guardians of the underage group members before using the climbing forest.

(9) Persons who exceed a body weight of 120 kg are not permitted to use the facilities.

§ 3 Liability

(1) The use of the facility and the operator's premises is associated with risks and is at the user's own risk and responsibility.

(2) As a high-risk sport, climbing is dangerous and therefore requires a high degree of caution and personal responsibility. The extent of personal responsibility is determined in particular by § 4, which every user must observe.

(3) Every user must show the greatest possible consideration for other users and refrain from doing anything that could endanger themselves or third parties. Every user must expect that they could be endangered by other users or falling objects and must take appropriate precautions on their own responsibility.

(4) The operator is not liable for damage caused by climbing in the climbing forest or otherwise in connection with the stay in the climbing forest. However, this does not apply to claims for breach of essential contractual obligations (e.g. traffic safety obligations) and/or in the event of intentional or grossly negligent actions on the part of the operator (together with its vicarious agents). Under no circumstances shall the operator be liable for unforeseeable or remote damage. Liability for culpable injury to life, limb and health remains unaffected.

(5) Any damage must be reported to the staff immediately and in writing before leaving the climbing forest.

(6) Parents and supervisors are liable for their children or persons entrusted to their care. There are special risks for children during their stay in the climbing forest and especially when climbing, for which the parents or other supervisors must take precautions on their own responsibility. Children must be supervised during their entire stay in the climbing forest. In the case of groups consisting of several minors and school classes, the adult group leaders are responsible for ensuring that the group members comply with all aspects of the operator's General Terms and Conditions.

(7) Wardrobe must be looked after by the group members themselves. No liability is accepted for loss or theft.

§ 4 Safety instructions and equipment

(1) Every user must attend the safety briefing before entering the climbing forest.

(2) Before entering, the practice course must be completed under the supervision of a member of the climbing forest staff.

(3) Users who are unable to correctly implement the prescribed safety rules for self-belaying must refrain from participating in the climbing forest.

(4) The user may not be unsecured at any time on the course. Two carabiners must always be attached to the safety rope on the course. One carabiner must always remain attached to the safety rope when the user is clipped on. If the course has a continuous belay system, the user must clip in at the start of the course and maintain this belay unchanged. In the event of uncertainty or doubt regarding correct use, a member of staff must always be called.

(5) Each station may be used by a maximum of one person at a time. A maximum of three people may be on the platforms at the same time. The partner course is an exception to this rule.

(6) The brakes must always be applied at the rope descents to prevent a strong impact at the arrival point. The rope descents may only be used once it has been ensured that no persons are present in the arrival area.

(7) All instructions and decisions of the operator and/or staff are binding. In the event of contraventions or infringements of the instructions of the operator and/or staff, the users concerned may be excluded from using the climbing forest without reimbursement of the entrance fee. The operator accepts no liability for any damage caused by contraventions or breaches of the instructions of the operator and/or staff.

(8) The rented equipment (helmet, harness, safety line with carabiners) must be put on and used in accordance with the instructions of the operator and/or its staff and in accordance with the safety instructions. It is not transferable to others, may not be taken off during use of the climbing forest and must be returned three hours after being handed out. Any damage to the equipment must be reported to staff immediately. Equipment brought along may not be used.

(9) Areas marked as closed may not be entered, and in particular may not be climbed on. In order to protect the forest floor and for your own safety, you must stay on the marked paths.

(10) When entering the climbing forest, no objects may be carried that pose a danger to the participants themselves or to other users on the ground. This includes, in particular, jewelry, bags, water bottles, backpacks, cell phones and cameras.

(11) Users must wear appropriate clothing and sturdy footwear. Long hair must be tied up to prevent injuries.

§ 5 Copyrights

(1) The operator reserves the right to take photos, films and webcam recordings during use of the entire climbing forest and to use these for advertising and information purposes. Users who do not agree to this must inform the staff before use.

(2) The taking of photographs, films and webcam recordings for purposes other than private use is only permitted after consultation with the operator.

§ 6 Domestic authority

(1) The operator or the persons acting on its behalf reserve the right to exclude persons who do not comply with these General Terms and Conditions from using the climbing forest.

(2) The operator exercises domiciliary rights and reserves the right to close the facility completely or temporarily at any time for safety reasons and in the event of adverse weather conditions (fire, storms, thunderstorms, technical defects, accidents, etc.). In this case, the entrance fee will not be refunded.

(3) The climbing forest as part of nature must be kept clean and treated with care. Waste must be disposed of in the waste garbage cans provided.

(4) Dogs must be kept on a lead throughout the climbing forest.

(5) Smoking is absolutely prohibited in the climbing equipment - and in the forest.

§ 7 Data privacy

(1) The operator only collects data that is necessary to operate the system at a safety-related level. This applies in particular to the signing of the General Terms and Conditions by name.

(2) The operator shall not disclose any personal data to third parties unless the user has expressly consented to this.

§ 8 Severability clause

(1) If general terms and conditions have not become part of the contract in whole or in part or are invalid, the rest of the contract shall remain valid.

(2) Insofar as the provisions have not become part of the contract or are invalid, the content of the contract shall be governed by the statutory provisions.