



General Terms and Conditions (GTCs) of the Hochseilpark Flims

1.1 Rules for Use of the Park (“Park Rules”) and Rules of Conduct

Every user of the park’s rope courses is required to have read through, understood and accepted all the Park Rules, the Rules of Conduct and the Conditions for Using the Park’s Rope Courses before setting off on any of them. Visitors are required to sign a document confirming this.

In the case of park users under the age of majority, a parent/guardian or person having care and custody of the child must read through these Park Rules and explain them to the park users under the age of majority, whose particulars are given below, before the latter set out on any of the rope courses. The parent/guardian or the person having care and custody of the child is required to sign a document confirming that this has been done.

1.2 Conditions for Using the Park’s Rope Courses

The park is open to all visitors aged four years and older provided they are in a healthy state and do not suffer from any form of mental or physical disorder of a nature that might represent a threat to their own health or the health of other persons if they were to use the park’s rope courses.

Children aged less than 14 years must be accompanied by persons who have reached the age of majority. No accompanying person is permitted to be in charge of more than four children under the age of 14 years. Subject to availability and prior reservation, Hochseilpark Flims is ready to provide an accompanying person for an additional charge (CHF 100 per hour).

Customers, however, have no legal right to insist on the provision of such a service. Children under the age of 18 years require the written consent of a parent/guardian or a person having care and custody of them.

The maximum permitted body weight for users of the rope courses is 120 kg (i.e. 240 “metric pounds”, corresponding to 18 stones or 265 pounds (lb) in the British system of weights).

All the instructions and decisions of the park officers are binding. Any misbehaviour or failure to comply with the instructions or safety commands of the park officers may lead to the participant concerned being expelled from the rope park. In such a case, there is no right to claim a refund of the admission charge. In the event of any misbehaviour or failure to comply with instructions or safety commands of the park officers, Hochseilpark Flims declines any liability for any resultant damage.

It is prohibited to use the rope course under the influence of alcohol, drugs or any medication that may cause a modification in awareness.

It is only permitted to use Rope Courses B–F in teams of two or three. The reason for this is to ensure that visitors can check on one another while advancing along the course. This so-called “partner check” involves a visual check, supplemented, if necessary, by a manual check.

Minors under the age of 18 years always require the signed consent of a parent/guardian (this includes the person supervising them) before entering the rope park.

1.3 Rope courses

Restrictions based on age and/or body height:

Age	Permitted courses
4 – 8	Course A (minimum vertical reach 100 cm) An accompanying person must stay with the child over the whole length of the children’s rope course and must be able to intervene verbally at any time.
6 – 12	Only in the company of an adult (a person aged 18 years or more, who must be able to intervene directly): Courses B-D (minimum body height 120 cm)
12 – 14	Courses B-D: An adult must accompany and supervise the children from ground level. Courses E-G: Only in the company of an adult *
14 - 16	Courses B-D: No accompanying person required Courses E-G: With accompaniment and supervision from ground level*
16 and older	It is permissible to use all the courses without the accompaniment of an adult*.

***For Courses E–G, a minimum vertical reach of 180 cm is also required.**

The minimum vertical reach is measured with outstretched arms.

We recommend all visitors to Hochseilpark Flims to begin with Rope Course B before attempting the others.

Degrees of difficulty:

- Rope Course B easy

- Rope Courses C and D moderate

- Rope Courses E, F and G difficult

1.4 Test

Every user of the rope park must take the theoretical test and the practical test at least once a year. In accepting these General Terms and Conditions, the park visitor confirms that he or she has taken both the theoretical test and the practical test unaided and has answered the questions in his or her own handwriting, or that he or she intends to take these tests before setting out on any of the rope courses.

The theoretical test can be rated as "passed", "taken" or "failed". If the visitor's score for the theoretical test is no better than "taken", it is his or her duty to read through the Park Rules and the Rules of Conduct once again and to clarify any outstanding questions with the park officers before setting out on any of the rope courses.

1.5 Equipment

1.5.1 Equipment provided

The equipment made available to park visitors (helmet, belt, safety rope with carabiners, steel rope pulley and gloves) must be used in accordance with the instructions issued by Hochseilpark Flims. It must not be handed over to anyone else, it must not be taken off mid-course, and it must be returned when the visitor has finished using the rope courses. If the equipment is taken off temporarily between rope courses, it must be checked by the park officers again before the visitor sets out on a new rope course. Visitors themselves are responsible for ensuring that this check is performed.

The maximum period for borrowing the equipment is four hours, measured from the time the material is issued.

When proceeding from one attachment point to the next at least one safety carabiner must always be fastened to the safety rope. It is not permitted to remove both safety carabiners simultaneously from the safety rope. The steel rope pulley must be used precisely as instructed by Hochseilpark Flims. If there is any doubt at all, an officer of Hochseilpark Flims must be called to give assistance.

1.5.2 Clothes and footwear

Visitors must wear closed shoes when using the rope courses (such as gym shoes or walking shoes). It is not permitted to wear dresses or skirts.

1.5.3 Long hair

For safety reasons (rope pulleys), visitors with long hair must ensure that it is tied up or must wear a hair net.

1.6 Liability

The use of the high-rope park is associated with certain risks, and visitors bear all risks themselves. Hochseilpark Flims accepts liability for bodily injuries in accordance with the statutory provisions. Hochseilpark Flims, however, only accepts liability for damage to property, in the event of it being due to malice aforethought or gross negligence on its part.

Hochseilpark Flims cannot be held liable for accidents due to force majeure.

Visitors have a duty to make sure that they have adequate insurance cover.

1.7 Complaints

Complaints or any damage suffered must be reported to a park officer immediately in writing and must be countersigned by the park officer. Park officers are not authorised to recognise claims on behalf of Hochseilpark Flims.

Compensation claims must be submitted by registered mail to arrive at Sportzentrum Prau la Selva (Hochseilpark Flims) not later than four weeks after the end of the visit giving rise to the claim. The confirmation by the park officer and any evidence that may exist must be attached to this mail. If a claim is submitted later than this date or if no complaint is registered, the claimant shall lose all rights to claims.

1.8 Admission charges

The prices as published are inclusive of value added tax. The charge for admission to the park includes the visitor's equipment, assistance by the park officers and use of the rope courses. The park management maintains the right to modify prices.

1.9 Reservations

Reservations can be made online (www.sportzentrum-flims.ch) or by telephone (081 920 91 91). In making a reservation, customers accept the General Terms and Conditions of Hochseilpark Flims as stated here.

1.10 Payments for reservations and conditions for cancelling them

Payment must be made before visiting the park. The reservation date is binding.

Should the customer be unable to go ahead with the planned visit to the park on the agreed date, he or she must inform Hochseilpark Flims of his or her withdrawal in writing at the latest ten days before the commencement of the planned visit. Any customer withdrawing from a reservation with shorter notice than this will have to pay the following compensation to Hochseilpark Flims:

Written notification arriving up to the seventh day before commencement of the planned event: 20% of the total price

Written notification arriving up to the fourth day before commencement of the planned event: 50% of the total price

Written notification arriving up to the day before commencement of the planned event: 80% of the total price

Withdrawal on the day of the event itself, no-show or withdrawal from the event after it has started but has not been completed: 100% of the total price

The amount of compensation due is calculated on the basis of the date on which the notification reaches Hochseilpark Flims.

If it is impossible to stage the activity on account of the late arrival of the customer, he or she shall owe 100% of the total price to Hochseilpark Flims.

1.11 Park closures due to force majeure

The management of Hochseilpark Flims maintains the right to suspend operations when there are safety reasons for so doing (fire, heavy winds, storms, etc.). In such situations, customers shall have no right to claim compensation.

1.12 The "Prau la Selva" sports centre

Parents/guardians or accompanying persons have a duty to ensure that children are properly supervised at all times anywhere on the site.

1.13 Data protection

In the context of our diagnosis of the suitability of customers to use Hochseilpark Flims, we record customers' personal data, the results of the theoretical and practical tests and any data pertaining to reservations and visits to the park.

If you need to communicate data of a personal nature about other persons to us, please ensure that the persons concerned have been informed of our guidelines regarding the protection of data of a personal nature and are able to consult these guidelines.

The information that we collect from you in the course of our business contacts with you, is retained by us as a legal precaution in case we are required to provide evidence of compliance with the duty to ensure customers' suitability.

Hochseilpark Flims saves information pertaining to its customers for a period of time corresponding to our business needs. Please get in touch with us if you want to correct or update any information of a personal nature concerning yourself that has been communicated to us or if you have questions regarding the information saved by us.

1.14 Legal effect

Should any of the above provisions be found to be without legal effect, all the other provisions shall nonetheless retain their effect. The customer and Hochseilpark Flims shall both have a duty to replace the ineffective condition with an effective one, corresponding to the essence of the ineffective condition.

1.15 Integral parts

The following constitute integral parts of these General Terms and Conditions:

- Park Rules and Rules of Conduct of Hochseilpark Flims

1.16 Jurisdiction

Jurisdiction shall be with the courts of Flims.