



# General Terms and Conditions (GTCs) 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 18, 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 18, 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 if they are in a healthy state and do not suffer from any form of mental or physical disorder. Meaning in a state that might be a threat to their own health or the health of other persons if they were to use the park's rope courses.

All the instructions and decisions of the park instructors/guides are binding. Any misbehaviour or failure to obey the instructions or safety commands of the park instructors/guides may lead to an exclusion from the rope park. In this case, there is no right to claim a refund of the admission charge. In the event of misbehaviour or failure to obey the instructions or safety commands of the park instructors/guides, Hochseilpark Flims declines any liability for any resultant damage.

People are not allowed to swing on elements on purpose.

Rope courses are only allowed to be climbed backwards by instruction and not on purpose.

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

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

**Children aged less than 14 years must be accompanied by persons who have reached the age of 18.** The accompanying person is permitted to be in charge of no more than five children under the age of 14 years. A guide from Hochseilpark Flims is able to accompany a minor for an additional charge of CHF 50 per hour; this is subject to availability and prior reservation.

**Children under the age of 18 years require a written consent of a parent/guardian or a person having care and custody.**

The children rope course "Bärliweg" is open to children aged 4 to 8 and is built as safety system with a run-through spool. Adults or children with/without climbing harness are not allowed to climb the children's rope course.

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)).

## 1.3 Rope courses

Restrictions based on age and/or body height:

Age	Permitted courses
4 – 8	Children's rope course "Bärliweg" (minimum vertical reach height 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.
7 – 12	Only in company of an adult (a person aged 18 years or older, who must be able to intervene directly): Courses A - D & Toppas (rappelling) (minimum body height 120 cm)
12 – 14	All Courses → An adult must at least accompany and supervise the children from ground level.
14 and older	All Courses: No accompanying mature person required. Minors (under the age of 18 years) always require a signed consent of a parent/guardian (this includes the person supervising them) before entering the rope park.

**\*For park courses E–H, a minimum vertical reach of 180 cm is also required.**

The minimum vertical reach height is measured with outstretched arms.

We recommend all visitors to Hochseilpark Flims to begin with the (blue) rope course **A** or **B** before attempting the others.

**Degrees of difficulty:**

- **Rope course A & B easy**
- **Rope course C, D & H moderate**
- **Rope course E & F difficult**
- **Rope course H "Top Gun" minimum age 12 years**

## 1.4 Risks

The rope courses involve certain risks. Clothes can become dirty or damaged. Fall abrasions or pressure marks may occur if someone i.e. falls or trips. The park visitors must always be secured with carabiners or rope pulley, otherwise falls or (in extreme cases) death is imminent. By abiding the park regulations and the instructions of the park instructors/guides, these risks are reduced to a minimum.

## 1.5 Test

Every user of the rope park must take the theoretical and practical test at least once a year. Minors (under 18 years) have to write the test each time they visit the rope park.

In accepting these General Terms and Conditions, the park visitor confirms that he or she has taken both the theoretical and 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 instructors/guides before setting out on any of the rope courses.

## 1.6 Equipment

### 1.6.1 Equipment provided

The equipment provided (helmet, belt, safety rope with carabiners, steel rope pulley and gloves) must be used according to the instructions given by Hochseilpark Flims. (The use of helmets and gloves is not mandatory for people aged 18 years and up, although it is strongly recommended by Hochseilpark Flims.)

**The equipment is non-transferable**, meaning it can only used by one person. Furthermore, 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 instructors/guides 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 handed out.

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.

### 1.6.2 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, skirts or scarfs.

### 1.6.3 Long hair

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

## 1.7 Liability

The use of the rope park is associated with certain risks, and visitors bear all risks themselves. Hochseilpark Flims is liable within the scope of the statutory provisions for personal injuries. However, for property damage or financial loss Hochseilpark Flims shall be liable only in the case of intent 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.

## 1.8 Complaints

Complaints or any damage suffered must be reported to a park instructor/guide immediately in writing and must be countersigned by the park instructor/guide. Park instructors/guides 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 instructor/guide 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.

## 1.9 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 instructors/guides and use of the rope courses. The park management maintains the right to modify prices.

## 1.10 Reservations

Reservations can be made online ([www.sportzentrum-flims.ch](http://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.

### **1.11 Payment and cancellation conditions for reservations**

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.

Reserved harnesses are retained up to a maximum of half an hour after the agreed time. If the customer arrives after the expiration of that period, he/she is not entitled to claim the reserved equipment.

### **1.12 Park closures due to force majeure**

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

If customers themselves decides to finish using the park in case of i.e. heavy winds he/she is not entitled to claim compensation.

### **1.13 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.

### **1.14 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, as well as any reservation data 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 contact with you, is retained as a legal precaution in case we are required to provide evidence of compliance with the duty to ensure customers' suitability.

Hochseilpark Flims saves customer data 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.

### **1.15 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.

### **1.16 Integral parts**

The following constitute integral parts of these general terms and conditions:

- Park rules and rules of conduct of Hochseilpark Flims

### **1.17 Jurisdiction**

The jurisdiction is Flims. Valid in court are the German versions of these terms and conditions, as well as the park rules and rules of conduct.