

## **Terms of use Zipline-Vertical Drop Laax**

### **Special Terms and Conditions of the Pool of Weisse Arena Group WAG**

#### **1. Scope of application**

In addition to the [WAG GTC](#), you accept the 'STC Zipline-Vertical Drop Laax' with every purchase of a ticket for an activity (zipline or vertical drop) in the rope park.

The terms of use '[Condition of use Zipline-Vertical Drop Laax](#)' form part of these STCs, as amended.

Any deviations from the STC Zipline-Vertical Drop Laax and any application of the own GTCs shall only be permitted if they have been expressly agreed in writing (i.e. on paper or electronically).

#### **2. Contracting party**

You accept that the purchase agreement is concluded with Mountain Adventures AG (MAD), regardless of which company within the WAG Pool accepts and/or executes your order, or the platform or app via which you submitted your order.

#### **3. Conclusion of contract**

The purchase agreement enters into force on electronic confirmation of the order and your advance payment, or verbally on the premises and on direct payment. You accept the service/product descriptions and conditions as of the point in time when the contract is concluded. These may differ from those published online or in prospectuses. Special services outside the viewable conditions, such as special tariffs, shall only be included in the contract if they have been explicitly confirmed in writing or electronically.

#### **4. Changes**

MAD is entitled to make changes to the offering after the contract is concluded if this is necessary for whatever reason. Such changes shall not establish entitlement to withdraw from the contract or to compensation, if the character of the contractually promised service does not fundamentally change.

#### **5. Terms of use rope park**

The conditions of use must be read by all users before entering the park. Consent must be confirmed by signature. Before the 18th birthday, the signature of the supervisor is also required. In the case of under 13-year-olds, the supervisor must discuss the conditions of use with the user in advance.

## **6. Terms of use- Singlerides**

The rope park is open to users from the age of 6 who do not suffer from an illness or a mental or physical impairment that could pose a risk to their own health or the health of others when using the park. Children under the age of 13 must be accompanied by an adult. Teenagers between the ages of 13 and 17 must be supervised by a responsible adult. Persons under the influence of alcohol, drugs or strong medication are not permitted to enter the park.

To use the zipline and vertical drop, users must also fulfil the following criteria:

- A minimum age of 10 years, a minimum grip height of 140 cm and a minimum body weight of 30 kg are required to use the zipline. Children between 6 and 9 years of age and a minimum height of 110 cm can use the zipline together with a parent or guardian, provided the total weight of both persons does not exceed 120 kg and the appropriate equipment allows it (PPE).
- A minimum age of 6 years and a minimum height of 110 cm are required to use the Vertical Drop. The body weight must be at least 30kg and must not exceed 120kg.

### **6.1 Terms of use Singleride - safety**

Users must attend the full theoretical and practical safety instruction before use. Any ambiguities in the instructions must be addressed and clarified by the user. All instructions and decisions of the rope park staff are binding. Users may be excluded in the event of violations or breaches of safety requirements. MAD accepts no liability in the event of non-compliance with the conditions of use.

The use of the zipline and vertical drop is associated with risks and is at the user's own risk. The safety equipment must be used in accordance with the instructions for the entire duration of the stay on the installation. The facility is not supervised, the rope park employees only have instruction, supervision and assistance functions

No objects that could pose a danger to the user themselves or to other people (jewellery, mobile phones, cameras, etc.) may be carried on the rope park. Long hair and loose clothing must be secured. Sportswear, trainers or hiking boots are recommended.

### **6.2 Terms of use Singleride – equipment**

The rented equipment (helmet, climbing harness, etc.) must be used strictly in accordance with the instructions and must be returned without being asked at the end of the period of use. Any damage to the equipment must be reported to the rope park staff immediately. It is the responsibility of the user to wear and use the equipment correctly. In case of doubt, an employee of the rope park must be called in.

The user pledges to treat the issued equipment with due care and to return it in the same condition in which it was received. Wear and tear due to contractual use is excepted.

## **7. Non-provision of services**

If the MAD temporarily or permanently fails to fulfil its obligations as a result of circumstances that it is unable to avert, the user shall not be entitled to any claims against the MAD. This applies in particular in the following cases:

- Due to force majeure, the closure of the park is decided by rope park employees
- Overloading of the rope park
- Breakdowns, e.g. due to technical defects

## **8. Liability**

The MAD provides a guarantee that you as the legal ticket holder can make use of the specified service to which the ticket entitles you in accordance with these STC's, We reserve the right not to perform our services if this is due to weather, technical or other reasons (e.g. suspension of operations, closures due to coincidence and force majeure such as power cuts, wind and weather influences, strikes or official orders; construction and maintenance work, overloading of the rope park,) that MAD cannot prevent, temporarily or otherwise. In these cases, you are not entitled to any refunds. You must immediately submit any complaints relating to MA's service obligations to MAD or its staff, otherwise you will lose any claims against MAD.

MAD shall be liable for personal and material damages that it and/or its staff cause according to the following provisions. The provisions of Swiss Obligationenrecht (Code of Obligations) shall apply in a subsidiary manner. Liability is limited where legally possible to grossly negligent and intentional misconduct by MAD. MAD accepts no liability for personal injury or damage to property if you disregard the markings and signs, the instructions and warnings of the rope park staff, the terms of use or behave in a negligent or willfully improper manner in the LAAX rope park.

Liability of the MAD for accidents in the rope park is excluded, unless the MAD can be proven to have grossly negligently or willfully violated their duties.

## **9. Data protection**

Data protection will be ensured. WAG's privacy policy can be found at <https://www.weissearena.com/en/privacy-policy/> It is an integral component of these "STC Zip Zipline Vertical drop". You explicitly declare that you have read and understood the privacy policy, and that you give your consent to the uses of data and the processing detailed therein.

## **10. Applicable law and place of jurisdiction**

The contract is subject to Swiss law. The place of jurisdiction is the municipality of Laax.