

# K1 Climbing Gym Dornbirn

## General Terms and Conditions (GTC)

These general terms and conditions (GTC) are part of the contract, which is concluded between you as user and the **K1 Kletterhalle Betriebs GmbH** (hereinafter referred to as "K1") in 6850 Dornbirn, Bildgasse 10, with the acquisition of a day ticket, block of 11 tickets, season pass or annual pass or by signing up to one of our course offers. The K1 reserves the right to change these GTC.

### 1. Risk / Information

- 1.1. It is explicitly pointed out that climbing and bouldering are risk-entailing types of sport that demand fundamental climbing and belaying techniques to ensure safe exercise. The type of sport therefore requires a high level of cautious and self-reliant behaviour. For the use of the climbing facility it is mandatory to be in good health and able to complete the necessary movements without physical damage. Climbing, bouldering and the stay in the premises of the climbing gym therefore take place at your own risk and your own responsibility. In order to avoid accidents the current user guidelines (gym regulations) and safety instructions must be observed.
- 1.2. The staff are not obliged to check the user's ability to belay correctly or to control their adherence of user guidelines and safety instructions.
- 1.3. The instructions of the staff must be followed; otherwise the user can be excluded from using the climbing facility. In this case there is no right of refund of the admission charge.
- 1.4. Stay in the climbing gym as well as the use of the climbing facility is strictly forbidden under the influence of alcohol or drugs. There is an absolute smoking ban within the climbing gym.
- 1.5. The guidelines as well as the safety instructions are part of the contract. They can be obtained from the website ([www.k1-dornbirn.at](http://www.k1-dornbirn.at)) and the posting within the climbing gym.

### 2. Opening Hours

- 2.1. The climbing gym is available to the users during the current opening hours. They can be obtained from the website and the posting within the climbing gym. The K1 reserves the right to change the opening hours.
- 2.2. For route setting, courses, advanced training and other events (e.g. competitions) temporary restrictions of climbing areas are possible. The K1 furthermore reserves the right to close the climbing gym for a maximum of two (2) consecutive weeks during the summer months. Usually this is announced in advance. Short-term restrictions and company vacation cause no claim for compensation on the part of the user.

### 3. Entrance / Season tickets

- 3.1. General requirement for the use of the climbing facility is the completion of the registration form and the acquisition of a day ticket, block of 11 tickets, season pass or annual pass or signing up to one of our course offers. Furthermore the K1 reserves the right to offer additional admission varieties in the future.

- 3.2. Season and annual passes as well as blocks of 11 tickets are non-transferable. If a day ticket, block of 11 tickets, season or annual pass is returned early, possible remaining points expire without a right of refund. The period of validity is 3 years from the creation date.
- 3.3. In case of an accident or illness the season and annual pass can be deposited if a doctor's certificate is shown and the absence due to the accident/illness is longer than 4 weeks. The period of validity is then extended for the time of the deposit.
- 3.4. Owners of season and annual passes have no right of refund in case of closure of the gym or reduced service (see 2.2.).

#### **4. Children / Young**

- 4.1. Minors older than 14 are allowed to use the climbing facilities on their own if the legal guardian fills in the declaration of consent for minors from the age of 14 correctly and acquires admission for the minor.
- 4.2. Minors below the age of 14 are only allowed to use the climbing facilities in company of a chaperon if the minor as well as the chaperon acquire admission. The chaperon has to ensure the appropriate behaviour of the minor and is responsible for any personal or material damage.
- 4.3. Children under 3 are not allowed in the climbing facilities for safety reasons. This excludes children's programmes.

#### **5. Courses**

- 5.1. As for public use, the current user guidelines (gym regulations) and safety instructions also apply to courses in the climbing gym. The instructions of the course leaders must be followed.
- 5.2. Course participants are obliged to inform the course leaders unrequested of any security-related physical or mental health impairments (e.g. motor or awareness affecting impairments, pregnancy, epilepsy, circulatory disorders).
- 5.3. Courses that are held by external operators in the climbing gym are only admissible after registration and approval. External course instructors are responsible for the observance of the current user guidelines (gym regulations) and safety instructions by their course members.

#### **6. Liability / Insurance**

- 6.1. The K1 shall be liable for damages only in the event of intentional wrongdoing or gross negligence. K1 has no liability for consequential damages, loss of profit, damages resulting from claims by third parties or financial losses. The liability for minor negligence is excluded except in the case of personal injuries. The K1 shall not be liable for any damages caused as a result of actions that are not attributable to third parties of the K1, caused by force majeure or by insufficient personal or technical requirements of the user or for the loss and theft of items that users carry along. Legally compelling liability regulations remain untouched regarding the users as consumers within the meaning of the consumer protection law.
- 6.2. The user is liable towards the K1 for damages, especially through loss and damage of rental equipment.
- 6.3. The user is responsible for any necessary insurance cover.

## **7. Image Rights**

Photos and films that are made in the climbing gym by the staff or commissioned third parties remain the property of the K1 and may be used for business and advertising purposes. The users agree to the use of this photographic material for advertising purposes.

## **8. Applicable Law / Place of Jurisdiction / Place of Performance**

The exclusive place of jurisdiction for contractors is the competent court in Dornbirn. For consumers the geographically and technically competent court shall be agreed. It is taken as agreed that Austrian law applies. Place of performance for all services is A-6850 Dornbirn.

### **Confirmation of the GTC**

I have read the concrete general terms and conditions and accept them with my signature:

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date, signature