



**General Terms of Business and Conditions of Use  
of Patscheider Sport GmbH  
for the “X-Trees” Fun Zone – Waldseilpark Serfaus  
hereinafter designated as “Waldseilpark”**

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1. Each visitor to the X-Trees Fun Zone must read the General Terms of Business and Conditions of Use (AGB) before entering the Waldseilpark (“Forest Rope Garden”). His/her signature confirms having read and understood the AGB, and being in agreement with them. For users under age 14, a parent or person of authority or adult accompanying the youth must read the AGB and discuss them with the young visitor before he/she is permitted to enter the Waldseilpark. The adult bearing responsibility for the youth confirms through his/her own signature that the AGB have been read, understood and discussed with the young visitor.
2. The use of the Waldseilpark is associated with risks. Particularly when the safety rules are not heeded, there is danger of falling and of injuries. For example, clothing can be soiled with resin or damaged.
3. Patscheider Sport GmbH, as operator of the Waldseilpark, is, in accordance with the terms of valid laws, liable for damages to persons, material items and property only in case of gross negligence on the part of the operator or its employees.
4. The Waldseilpark is suitable for visitors who are at least 110 cm tall (exception: Murmli’s Try-it-out course, where shorter visitors are permissible) and who are not inflicted with an illness either physical or psychological which could place themselves and/or other visitors to the park in danger with regard to their safety or their health. All persons under the influence of alcohol or drugs, medicines or other stimulants are strictly prohibited admission to the Waldseilpark.
5. Visitors who are at least 110 cm tall are permitted to enter and use the introductory course (marked white), the Murmli course (marked yellow) and the Plansegg and Komperdell courses (marked blue).
6. The Plansegg and Komperdell courses (marked blue), as well as the Lazid and Masnerflug are suitable for the use by children who are at least 130 cm tall.
7. Teenagers at least 150 cm tall are permitted to use all the courses.
8. Before using the individual courses, each visitor must undergo brief instruction of the safety rules and pass an introductory course (marked white).
9. The notices, instructions and warnings of the operator and its employees must be heeded. In case of non-compliance or violations of the instructions or safety rules of the operator, its employees or the General Terms of Business and Conditions of Use, a visitor can be barred from admission to the Waldseilpark; furthermore, in such cases Patscheider Sport GmbH assumes no liability for any and all damages which may be incurred.
10. It is prohibited to take along any items or objects while using the Waldseilpark, such as jewelry, mobile telephones, cameras, umbrellas, handbags as well as any and all sharp, pointed or fragile items, which could pose a danger to oneself or others. Long hair must be tied up with an elastic band. Smoking is forbidden throughout the entire area.
11. The safety carabiners and the safety roll must always be clipped into the marked safety cable. The safety carabiner and safety roll must never be removed simultaneously from the safety cable, in other words at least one must always be clipped into the safety cable. The safety roll must be used precisely as described by the Waldseilpark employees. In case of doubt, a staff member must be called and asked.
12. No more than one person at a time is permitted to use, i.e. walk on, each practice sector. Maximum 3 persons are permitted on the platforms simultaneously.
13. The equipment which is made available by the operator of the Waldseilpark, e.g. helmet, harness, safety line with carabiners and safety roll, must be used according to the instructions of the operator and employees and handled with care. This equipment must not be given to other persons and must not be detached or taken off during use of the Waldseilpark. It must be returned in its entirety before departing from the Waldseilpark.
14. Patscheider Sport GmbH reserves the right to take photographs, make films, i.e. use webcams anywhere in the Waldseilpark area for advertising and information purposes. Visitors must obtain written permission from Patscheider

Sport GmbH before making any photos, films or webcam products anywhere in the area for use in commercial purposes.

15. Payment must be made in cash before using the facilities. For groups, an invoice can be submitted by Patscheider Sport GmbH on request.
16. The operator of the Waldseilpark reserves the right to bar admission to the area to all persons who do not heed the Terms of Business and Conditions of Use. It also reserves the right to close the park or specific sectors for reasons of maintenance or safety, e.g. in case of stormy winds, thunderstorms, snow, ice, etc., for the length of time such maintenance or removal of hazards requires. It is the personal responsibility of the visitor to obtain information (by telephone or via Internet) about the park's opening hours in case of insecure weather conditions. No liability is assumed for short-term closure or changed opening hours due to weather conditions. In such cases, there will be no refund of cost of admission.
17. Pre-reservations for groups can only be guaranteed when the Waldseilpark receives guaranteed confirmation of the date and number of participating persons at least 14 days before the planned visit and this information has been confirmed in writing by the operator of the Waldseilpark. If such a confirmed reservation is cancelled, the following terms apply:
  - up to 14 days before planned visit, no charge
  - 13 to 5 days before planned visit, a cancellation charge of 50% of the admission price must be paid
  - 4 days or less before the planned visit, a cancellation charge of 100% of the admission price must be paid.
  - In case of group cancellations for which a charge is paid, a gift certificate of 50% is granted for use within six months of the date of the planned visit.
18. Admission tickets are non-transferable. Maximum use, i.e. length of ticket validity, is 3 hours. The last daily visitors are admitted at latest 90 minutes before closing time.
19. Only the laws of the Republic of Austria apply and are valid.

Serfaus, July 2009

Patscheider Sport GmbH – Operator of Waldseilpark

**Personal information of visitors:**

|             |            |               |
|-------------|------------|---------------|
| Last name   | First name | Date of birth |
| Last name   | First name | Date of birth |
| Last name   | First name | Date of birth |
| Last name   | First name | Date of birth |
| Street      | Number     |               |
| Postal code | Town       | Country       |
| Signature   |            | e-mail        |

**Personal information of adult accompanying users under age 14:**

|             |            |               |
|-------------|------------|---------------|
| Last name   | First name | Date of birth |
| Street      | Number     |               |
| Postal code | Town       | Country       |
| Signature   |            | e-mail        |