

General Terms and Conditions MountMitte - High Rope Garden

Our general terms and conditions for use of the MountMitte High Rope Garden of the BeachMitte GmbH (hereafter GTC) apply. Terms that oppose or deviate from those in our GTC are not recognized unless expressly agreed upon in writing.

1. Each participant and visitor must read these GTC before entering the high rope garden. Every participant confirms with preservation of the equipment that he has taken note of these GTC. In the case of a minor participant, the parent or a guardian appointed by the parent must read these GTC and explain them to the minor before he is permitted to climb in the high rope garden. With preservation of the equipment, the parent or appointed guardian confirms that he has read, understood and explained the GTC to the minor. In the case of a guardian appointed by the parent to accompany his child to the high rope garden, the parent must provide the guardian with a signed written authorization (parent form) in advance.
2. Entering and using the high rope garden entails certain hazards and are done at the user's own risk. The user must exhibit explicit mindfulness and care during use. Ignoring the safety regulations or instructions can result in a potentially deadly fall. Attentive and careful compliance with the GTC and safety instructions are solely the responsibility of the user. For the liability of BeachMitte GmbH, term 11 applies.
3. Entering the climbing grounds without safety equipment and receiving a safety orientation from the event organizer is strictly forbidden! Only the areas within the delineated zones (on all three levels and in the stairwells) are accessible to visitors without safety equipment. The viewing area is not to be left without safety equipment and an already properly attached safety carabiner. Visitors are to neither open nor enter the marked doors leading to the climbing grounds. An appropriate security distance must be maintained.
4. The high rope garden is open to participants over seven years of age and a height of 1.30 m, who do not suffer from disease or mental or physical impairment, and whose presence in the high rope garden does not pose a threat to their own health or that of other persons. Children below the age of 14 years must be actively accompanied during climbing by at least one adult. Persons under the influence of alcohol, drugs, medicines or other intoxicating substances are not permitted to enter the complex. Persons who are pregnant or epileptic, who suffer from back injuries, or who have recently undergone an operation are discouraged from using the high rope garden.
5. Items such as openly worn jewelry, mobile telephones, cameras, backpacks, etc. that pose a danger to the user himself or others are not to be brought into the high rope garden. Long hair must be tied back and secured under the helmet.
6. Each user must always participate in the complete practical and theoretical safety demonstration before entering the high rope garden. All of the event coordinator's instructions and decisions are binding. Noncompliance and violation of the event coordinator's instructions or security demands can cause the user to be banned from the high rope garden without refund for the entrance fee. The BeachMitte GmbH assumes no liability for any damage resulting from noncompliance or violation of the event coordinator's instructions or security demands.
7. All borrowed equipment must be used according to the instructions of the event coordinator. The equipment is not transferrable to other persons and is not to be removed while on the grounds. Users are not to leave the premises with the safety equipment. Changes or damages to the equipment are to be reported to the event coordinator immediately.
8. Prior to opening the access doors to the climbing grounds and while on the grounds, both safety carabiners must always be attached to the steel safety rope marked in red. During transfer, one safety carabiner must always remain attached to the marked safety rope. At no point may both safety carabiners be detached from the safety rope. When leaving the climbing grounds, visitors must have exited and closed the door behind them before detaching the safety carabiners.
9. Only max. one person is permitted on each climbing element. Exceptions to this rule are indicated on the climbing grounds. Max. three people are permitted on the outer pedestals at any given time. Use of the climbing grounds is dependent upon age and height.
10. We retain the right to ban persons who do not comply to these GTC or the safety regulations from the high rope garden. In addition, the event coordinator may suspend use of the complex or its individual elements at any time for security reasons (e.g. storm, fire, maintenance, etc.). In both cases no claims may be made for refunded entry fees. When weather conditions are uncertain, participants should request information regarding operating hours by telephone. There is no liability for changes in operating hours due to weather conditions. There will be no refund of entry fees if a participant ends his visit to the high rope gardens early (own choice, acrophobia, etc.).
11. The BeachMitte GmbH is liable according to applicable legislation for personal injury. The BeachMitte GmbH is liable for damage to personal property and financial losses only in the case of willful or gross negligence on the part of the event coordinator or persons responsible for managing the event. The BeachMitte GmbH is not accountable for damage caused to third parties by our visitors.
12. After receiving the equipment at the sale desk, the participant has 2.5 hours to access the complex (incl. orientation) and return the equipment in proper condition. After 2.5 hours are completed, a surcharge of 5 Euro per equipment set will be charged for each additional started half-hour. Participants will be held accountable for lost or damaged equipment. The last safety orientation takes place two hours before the end of operating hours.
13. No liability can be made for valuables left at the sale desk or stored in lockers.
14. The BeachMitte GmbH reserves the right to make photographs, films or webcam films for advertising or information purposes throughout the complex. If a participant does not agree to this term, he must expressly inform the BeachMitte GmbH. Making photographs, films and webcam films for commercial purposes is prohibited throughout the complex of the BeachMitte GmbH. If disregarded, the BeachMitte GmbH reserves the right to claim damages.

