

## Terms & Conditions – EifelAdventures

Owner: Elmar Saxler | Mühlenstr. 7 | 54570 Berlingen



### Coverage

These terms and conditions apply to all agreements between EifelAdventures and the customers of EifelAdventures. Every customer must carefully read these terms and conditions as well as the waiver forms of the booked adventures before entering. The customer acknowledges they fully comprehend all rules and conditions of use. Customers under 18 must have a parent or guardian's signature.

### Reservations & Bookings

Reservations are binding. Reservations can be made in written form, via E-Mail, phone or face-to-face. Group bookings are organized by one person and paid for by one person. It is up to the organizer to relay this information to the whole group. All policies are in effect. If EifelAdventures accept the reservation the contract will be closed.

### Service

The services, which are arranged, are written in the offer or booking confirmation of EifelAdventures. The management reserves the right to change some services or to cease all park operations for safety-related reasons (e.g. fire, storm, thunderstorm).

### Check-In

Check-in time for all overnight stays in our suites, apartments and flats is 1 p.m. The Check-in for our tree tents is at 3 p.m. Check-in time for all adventure activities is 15 minutes prior to the scheduled time.

### Security Instruction

All activities are only allowed during the opening hours. Parents are liable for their children. Every participant must take part in the theoretical and practical safety demonstration before entering the zipline course. Participants are not allowed to use their own equipment. The whole security equipment is rented by EifelAdventures and must be used in accordance with the instructions of the park employees. Participants are not allowed to put the safety belt on by themselves. A participant's rented equipment is not to be used by others, is not allowed to be discarded while in the zipline course and must be returned after the tour. Participants have to take off the security equipment before using lavatories. The zipline participants stay together the whole time and get accompanied by at least one tour-guide. Removal from the zipline course without informing the guide is not allowed. Customers have to use the declared paths. During the whole ziplining and in the tree-tents: No smoking!

### Payment Policy

Bills are payable directly, strictly net. Otherwise EifelAdventure can assert default interest. The default interest are 5 % p. a. above the basis rate. Payments have to be free of charge for the recipients.

### Cancellation Policy

Customers can cancel their reservation at any time. EifelAdventure recommends a travel cancellation insurance. The cancellation has to be in written form. The decisive factor is the date, when EifelAdventures get known of the cancellation. EifelAdventures reserves the right to charge a fee for the incidental damages.

For all adventure experiences including tree tent overnight stays and day specials applies:

Any cancellations that are made within 10 days of the scheduled time will be charged the full price. This includes no-shows, late arrivals and any reduction in booking party size. A refund or credit will not be issued for any guests that are in contravention of these policies.

For all accommodation contracts in the apartment house EifelAdventures as well as package tours applies:

In case of cancellation:

- from 28 days to 11 days before the start of the service = processing fee of 50 % of the total price
- from 10 days before start of service = processing fee of 80 % of the total price

EifelAdventures reserves the right to cancel activities due to inclement weather or foreseeable hazards. In these cases alternative dates will be offered.

The management also reserves the right to cease all park operations for safety-related reasons (e.g. fire, storm, thunderstorm). People under the influence of drugs, alcohol, medicines or other intoxicants as well as people who suffer from a mental or physical impairment that could endanger the health and/or safety of themselves or other visitors may not use our adventure park. In the case of noncompliance with instructions or breach of safety rules, the infringing customers may be removed from the adventure park. In these cases there is no refund of entry fees. If the customer wishes to end the visit prematurely there will also be no

refund of the entry fee.

Should EifelAdventure not be able to perform booked services due to regulations/general orders or similar legal acts to combat the corona pandemic, the customer can rebook the service or convert it into a voucher. There is no right to a refund of the price. The same applies if the customer has to end his stay prematurely, for the service not yet used. EifelAdventures can demand compensation for expenses incurred due to the rebooking/voucher conversion. The costs for additional travel will be paid by the customer.

### **Obligation to co-operate**

All partners are intended to avoid or to reduce incidental damages. Customers immediately have to inform EifelAdventures about complains. Instead all rights are excluded.

EifelAdventures can charge the customer for damage or loss of material, negligent or with intent. The same applies to improper use, also if the customers are under 18 years. In this case the legal guardian is liable for the underage customer.

### **Liability & Responsibility**

Customers agree to use all booked services at their own risk. EifelAdventures adheres to legal regulations in regards to personal damages/injury. Therefore EifelAdventures has a business liability insurance. For pecuniary detriment EifelAdventures will only be liable in the case of intentional malice or gross negligence under the direction of the entrusted management. EifelAdventures assumes no responsibility/liability for customers injured due to breach of instructions or safety rules. For the dirtying, damage or lost of any clothing articles or personal items EifelAdventures also assumes no responsibility/liability.

EifelAdventures explicitly points out that all adventure activities involve risks. Participants who know or suspect that their mental or physical condition (e.g. the cardiovascular system) may be incompatible with the adventure activity are not allowed to participate. All participants confirm by the check-in that they are mental and physical healthy. Every participant has to inform EifelAdventures about diseases or interferences that could endanger the health and/or safety of themselves or other visitors (e.g. asthma). EifelAdventures treats these information confidential.

The participation of all activities is volunteer. EifelAdventures assumes no responsibility/liability for damages, who are owing to the customer (negligent or with intend). In addition EifelAdventures assumes no responsibility/liability for insect or tick bites, allergies and their short and long term consequences. All participants confirm that they are not under the influence of drugs, alcohol, medicines or other intoxicants prior to or during the participation. EifelAdventures assumes no responsibility/liability for customers injured due to breach these instructions or safety rules.

All directions and decisions of the person(s) in charge are mandatory. The customer is committed to report all arising deficits. The guide reserves the right to remove customers from the park who are in contravene with the safety rules. Furthermore, EifelAdventures assumes no responsibility/liability for damages injured due to noncompliance the instructions of the staff in charge.

### **Copyright**

The use of photos or film material for one's own commercial purposes is strictly forbidden on the entire property of EifelAdventures. EifelAdventures reserves the right to claim damages in the case of defiance of this rule.

### **Obligatory Supervision**

EifelAdventures has not the obligatory supervision for underage customers. The customer has to take care that there are enough chaperones for the minors during the whole stay, who do the obligatory supervision.

### **Severability Clause**

If there are some regulations in these terms and conditions who are in whole or in part impracticably or legally void, the other regulations and the contract self will be valid. Instead of the impracticably or legally void regulation, there will be the valid regulation, who comes as close as possible to the meaning of the void regulation. Are these terms and conditions incomplete, there will be a regulation who comes as close as possible to the meaning of the contract in consideration of the interests of the involved parties.

### **Court of Jurisdiction**

Court of Jurisdiction is the domicile of EifelAdventures. The customers accept the German law and act according to German law in case of damage, independent of their own citizenship.