

Participation Agreement and Rules of Use - SAYAQ Adventure Tower (High Ropes Course)

1. PERSONAL RESPONSIBILITY

Use of the SAYAQ Adventure Tower (high ropes course) involves inherent risks. Participants are liable for accidents caused by their own negligence or misconduct. Where an accident results from multiple contributing causes, any contributory negligence on the part of the participant will be considered when determining liability. In all other respects, liability is governed by Section 6 below.

2. PHYSICAL CONDITION, MINIMUM AGE, AND MINIMUM HEIGHT REQUIREMENTS

The SAYAQ Adventure Tower is suitable only for participants who are not affected by any physical illness, mental condition, or physical impairment that could endanger themselves or others while using the course, including conditions such as vertigo, limb or back injuries, angina pectoris, heart conditions, visual impairments or disorders, depression, recovery following recent surgery, pregnancy, or similar.

Participants must inform the instructors of any allergies, asthma, epilepsy, or the need to carry or take medication.

Entry to and use of the high ropes course while under the influence of alcohol, drugs, or medication with similar impairing effects is strictly prohibited.

Children aged 6 years and older, and with a minimum height of 125 cm, are permitted to use the course.

3. SAFETY INSTRUCTIONS

Every participant must attend a mandatory safety briefing before using the high ropes course.

All instructions given by the instructors and/or the operator are binding and must be followed at all times. Failure to comply may result in exclusion from the course (yellow/red card system).

Participants who intentionally or through gross negligence, violate safety rules or instructions are fully responsible for any resulting damage or injury.

The following rules also apply:

- a. A maximum of 3 persons may remain on any platform at one time, and only 1 person may use an obstacle element at a time (except where parents are assisting their children or where help is otherwise required). Once maximum capacity is reached, no additional participant may enter that area.
- b. All signs and instructions at the start of each course and throughout the course must be strictly followed.
- c. "STOP Rule": When an instructor calls "STOP," all participants must immediately stop and remain on their current platform. No participant may begin a new obstacle element until instructed otherwise.

4. EQUIPMENT

The safety equipment provided by us — consisting of a safety harness, helmet, and safety lanyard system — must not be removed or transferred to another person during use of the course.

Each participant must disinfect their helmet immediately after climbing.

Smoking is strictly prohibited while wearing the climbing harness or near any safety equipment.

After any break, restroom visit, or smoking break, the harness must be refitted and/or checked by an instructor before resuming climbing.

5. PAYMENT TERMS

Payment for use of the high ropes course must be made before fitting the equipment.

The admission prices displayed at the ticket desk issue point apply.

Upon payment of the admission fee, each participant is entitled to climb for a maximum of 2 hours, beginning from the time of the safety briefing.

6. LIMITATION OF LIABILITY

SAYAQ Adventures München GmbH & Co. KG is liable for all damages caused intentionally or through gross negligence, including those caused by its legal representatives or agents.

In cases involving injury to life, body, or health, **SAYAQ Adventures München GmbH & Co. KG** is also liable for slight negligence and therefore for any fault attributable to its legal representatives or agents.

7. EXCLUSION OF PARTICIPANTS, HOUSE RULES, CLOSURE DUE TO FORCE MAJEURE, AND NON-REFUNDABILITY

SAYAQ Adventures München GmbH & Co. KG reserves the right to exclude any person who fails to comply with this Participation Agreement.

The company reserves full rights of admission and may suspend or terminate operations at any time for safety reasons, including, but not limited to, heavy rain, fire, storms, thunderstorms, or similar events.

In such cases, no refund of the admission fee will be provided.

If a participant voluntarily ends their visit early, no refund or partial reimbursement will be provided.

8. DAMAGE TO OR CONTAMINATION OF THE FACILITY

The high ropes course and all provided safety equipment must not be damaged under any circumstances.

All participants are required to keep the premises clean and to remain only on designated paths and walkways.

9. PERSONAL BELONGINGS / LONG HAIR

Loose objects in the possession of participants must not be carried while using the course, as they may present a danger to the participant or to others.

Where possible, such items must be stored in a vehicle or locker. All trouser and jacket pockets must be completely emptied.

Cameras and mobile phones may only be carried if securely attached to the harness and approved by an instructor.

Glasses must be secured with a retention strap.

Jewelry (rings, necklaces, watches, piercings, etc.), scarves, and similar items must be removed.

Long hair must be tied back securely in a ponytail or bun.

SAYAQ Adventures München GmbH & Co. KG accepts no liability for stored or carried personal belongings, including mobile phones or cameras, even where protective cases provided on-site are used.

10. DATA PROTECTION / INFORMATION OBLIGATION UNDER ARTICLE 13 GDPR

SAYAQ Adventures München GmbH & Co. KG processes personal data provided by participants solely for the purpose of fulfilling its contractual obligations toward the participant.

Such data will neither be disclosed to third parties nor otherwise made accessible to them.

All personal data will be deleted after expiry of the applicable statutory retention period.

Date

Name + Signature

Munich, 2026

(For participants under 18, the legal guardians must sign the participation agreement)



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