Declaration of consent to the use of the Felswerk climbing hall

User's personal data

Last name, first name: Elisabeth Orr

Gender: Female

Date of birth: 28.12.2007

Address: 124 blackstone plc spring creek nv usa

E-Mail-Address: ##Email##

Phone (mobile/landline): +497759346827

Declarations of consent

With my signature I confirm

1. **Rules & Safety:**

To **have read and accepted the Terms** of Use and the Terms and **Conditions** of Felswerk Kletterhalle GmbH (as of 01.09.2025).

Own responsibility:

When using the facilities, I pay attention to my abilities and physical condition.

2. **Risk awareness**

To be informed about the considerable dangers of bouldering and climbing (risk of falling, incorrect belaying, improper use of equipment). These can lead to serious or fatal injuries.

3. **Disclaimer standalone use**

   By using the facilities independently, without a trainer, I declare that I have completed a training course with a qualified trainer and that the use of the facility is entirely at my own risk and peril. The operator does not check the security competence.

4. **Privacy**

I agree that my data will be stored in accordance with the Felswerk GDPR-compliant data protection regulations exclusively for the purpose of organization, security and, if necessary, contact.

Optional (please tick):

[X] I agree to receive the newsletter of Felswerk Kletterhalle GmbH to the e-mail address given above. Consent is voluntary and can be revoked at any time with effect for the future.

The agreement can be terminated at any time in writing.

Date: 01.11.2026

Signature: _____

Felswerk – climbing together. Safe on the road.

General Terms and Conditions (GTC)

of Felswerk Kletterhalle GmbH, as of: 01.09.2025

1. Scope and opening hours

These GTC apply to all contracts between Felswerk Kletterhalle GmbH (hereinafter referred to as the "Operator") and the users of the climbing hall, regardless of whether a subscription membership or individual admissions are agreed. The climbing hall is generally open all year round; Closures ordered by the authorities or necessary closures for objective reasons (e.g. route construction, expansion and conversion of wall areas or damage), partial closures or temporary closures of less than one week, as well as changes in opening hours, do not give rise to any claims for reimbursement or termination. In the case of temporary complete closures of one week or more, subscriptions will be extended accordingly.

2. Beginning and End of Subscription Membership

Subscription membership begins upon signing of the subscription contract and, unless expressly agreed otherwise, has a minimum contract term of 5 months. The subscriptions are then tacitly extended for an indefinite period of time, unless they are terminated in writing with a notice period of one month to the end of the contract period. During the term of the contract, ordinary termination is excluded. The right to extraordinary termination remains unaffected.

3. Membership Concept

A member within the meaning of these GTC is any person who has agreed to the GTC and Terms of Use by signing the registration form or by electronically confirming the Terms and Conditions. This applies to both subscription members and users with individual admission. All members are obliged to comply with the terms of use.

4. Non-transferability and membership card

The rights of use acquired with a subscription membership or a single entry are highly personal and non-transferable. Subscription members receive a membership card, which must be kept carefully and must not be passed on to third parties. Loss or damage must be reported immediately. A reimbursement of costs of €15 (incl. VAT) will be charged for the issuance of a replacement card, unless the necessity is not due to the fault of the member.

5. Contributions and payment methods

The fees are based on the current price list. Regular membership fees are due on the 1st of each month and are calculated online via the service provider Stripe.

Partial months: (1) If a membership exists in a calendar month only on a pro rata basis, a refund of overpaid fees will be made on the first day of the following month, rounded to the nearest full euro. (2) If the membership begins in the course of a month, a pro rata membership fee, rounded to the nearest full euro, will be collected together with the fee for the following month.

6. Discounts

Discounts can only be selected if the requirements are met and proven. If the conditions no longer apply, the operator is entitled to switch to the normal tariff and also collect the difference retroactively.

7. Non-use

The non-use of the facility does not entitle the holder to reclaim contributions. In the event of medically certified downtime of at least four weeks, a credit will be issued. During the absence, the membership card must be deposited with the operator.

8. Default of payment / termination for good cause

If the member defaults on payments or significantly violates contractual obligations or the terms of use, the operator is entitled to terminate the contract without notice for good cause and to withdraw the access authorization immediately. Further claims for damages remain unaffected.

9. Extraordinary termination by the member

In particular, the member is entitled to extraordinary termination (with effect for the future) for the following reasons: (1) pregnancy, (2) illness with permanent impossibility of use, (3) relocation of the main residence to a distance of more than 50 km. The reason for termination must be proven. Notices of termination must be in text form.

10. Return of the membership card

When a subscription membership is terminated, the membership card must be returned immediately.

11. Force majeure and official closures

In the event of government-ordered closures, pandemics (e.g. COVID-19), natural disasters or other cases of force majeure, there are no claims for a refund or extension of the contract period. Current subscription memberships will be suspended for the duration of the

closure, i.e. extended by the closure period. Prepaid contributions for the closure period will not be refunded. The operator is not obliged to provide substitute services.

12. Rights of use and house rules

The member is entitled to use the facilities during opening hours. The Terms of Use are binding and part of the contract. Instructions of the hall staff must be followed.

13. Liability

The use of the facility is at your own risk. The operator is liable within the scope of the statutory provisions for intent and gross negligence as well as for damages resulting from injury to life, limb or health.

14. Valuables

The operator assumes no liability for valuables brought in. Placing them in lockers does not create a custody relationship.

15. Consumption

The consumption of food and beverages brought along is only permitted in the designated areas and only to an extent that does not interfere with operations.

16. Data protection

The processing of personal data is carried out in accordance with the GDPR and exclusively for contract processing, customer support and – as far as permitted – for its own advertising purposes. Further information can be found in the data protection information of the operator.

17. Reservation of amendment

The Operator is entitled to amend these T&Cs – with the exception of the main performance obligations – with effect for the future. Changes will be communicated in text form. The user can object; if the objection is not made, the changes will enter into force at the specified time. This is expressly pointed out.

18. Final Provisions

There are no ancillary agreements. Changes and additions must be made in text form. If a provision is invalid, the remainder of the contract shall remain valid; the statutory provision shall apply instead of the invalid provision. The German version of these Terms and Conditions is exclusively authoritative. Translations are only for comprehensibility

With my digital signature, I confirm that I have read, understood and accepted the above text

Date: 01.11.2026 Signature: _____

Terms of Use

of Felswerk Kletterhalle GmbH, as of: 01.09.2025

1 Operator, contractual partner, validity

1.1 The operator of the facility is Felswerk Kletterhalle GmbH, AlbertEinsteinStraße 6, 76829 Landau in der Pfalz, info@felswerk-landau.de, www.felswerk-landau.de.
The contractual partner for all contracts for the use of the facility is exclusively the operator.

1.2 By entering the facility, the user acknowledges these terms of use as well as the GTC as binding.

2 Access and use authorization

2.1 Only persons who have duly paid the admission fee and who have the necessary knowledge of the safety techniques and measures to be used in bouldering and climbing or who make use of expert guidance are entitled to access.

2.2 The operator does not carry out a check of the security competence; the user acts on his own responsibility in this respect.

2.3 The admission price is determined according to the current price list. The user must carry proof of payment with him during the stay. Discounts are only granted upon presentation of valid proof.

2.4 If the facility is used without proper payment of the entrance fee, an increased admission fee of 100 € will be due. Further claims for damages are reserved. In the event of repeated culpable violations, the operator can immediately expel them from the facility and issue a permanent ban from the premises.

2.5 The facility may only be used during the announced opening hours.

2.6 Minors up to the age of 14 may only use the facility under the supervision of a parent or guardian or other adult supervisor, provided that a written declaration of consent from the parent or guardian is available.

2.7 Minors over the age of 14 may use the facility independently, provided they present a written declaration of consent from their legal guardians.

2.8 Minors in the context of group events may only use the facility under the supervision of an adult at least 18 years of age. For each participant, a written declaration of consent from the legal guardians must be submitted.

2.9 Group leaders, legal guardians and supervisors are obliged to ensure compliance with these rules of use by the persons they accompany.

2.10 Commercial use of the facility (e.g. conducting courses for a fee) is only permitted with the express permission of the operator.2.11 Instructions of the hall staff must be followed. The staff is authorised to close and vacate the facility or parts of it without reimbursement of the admission fee if there is an important reason.

3 Safety, hazards and personal responsibility

3.1 Bouldering and climbing are associated with considerable dangers. Every user is obliged to act with special caution and personal responsibility.

3.2 Falls, improper use of equipment, faulty belay techniques and falling objects can lead to serious, even fatal injuries.

3.3 When climbing with rope and when staying in the belay area, wearing a helmet is strongly recommended.

3.4 In the marked climbing lines, only climbing ropes with a minimum length of 50 m are to be used.

3.5 The omission of save points is not permitted. All intermediate belays must be properly mounted.

3.6 Bouldering is only permitted in the designated bouldering areas.

3.7 When using automatic belay devices (autobelays), the separate instructions must be strictly observed. The belay devices may only be used after instruction by the hall staff.
3.8 The fall area must always be kept clear. Climbing over other climbers is prohibited.

4 General rules of conduct

4.1 Every user must behave in such a way that others are not endangered or obstructed.
4.2 The climbing and bouldering area must be kept free of obstacles. The parking of objects is prohibited.
4.3 Children must be supervised by their legal guardians or their representatives during their entire stay. Playing in the climbing and bouldering area is prohibited.
4.4 Jewellery, watches and long hair must be secured when climbing in such a way that there is no danger.
4.5 Climbing or bouldering under the influence of alcohol, drugs or medication is prohibited.
4.6 Smoking is prohibited throughout the property, including outdoor areas.
4.7 Animals are not allowed in the climbing and bouldering area.
4.8 Climbing with headphones is prohibited. Incidentally, mobile phones and music devices may only be used in such a way that there is no distraction or danger.
4.9 The use of loose magnesia is prohibited. Only chalk balls or liquid chalk may be used.

5 Bouldering rules

5.1 Before starting bouldering, an appropriate warm-up is required.
5.2 The fall area below boulderers must always be kept clear.
5.3 A sufficient distance to other boulderers must be maintained.
5.4 If necessary, a safety assistant (spotter) must be used.
5.5 Bouldering is only permitted at an altitude that ensures a safe landing. Climbing down is preferable to jumping off.
5.6 Children under the age of 14 are only allowed to use the bouldering area under supervision.

6 Climbing rules

6.1 Before each climb, a partner check must be carried out (harness, knots, belay device, carabiners, rope end). This also applies when using the Autobelay safety device.
6.2 In lead climbing, the integration must only take place directly into the rope point of the harness.
6.3 In the top rope, integration is only permitted with safety nodes.
6.4 Only generally accepted safety techniques are to be used in compliance with the brake hand principle.
6.5 All intermediate belays must be hooked in; Falls must be notified to the belay partner in advance if possible.
6.6 Top rope climbing on a single deflection carabiner is prohibited.
6.7 In overhanging routes, intermediate belays must be attached to avoid pendulum falls.
6.8 It is not permitted to hang ropes in deflection carabiners or intermediate belays in parallel ("rope on rope").
6.9 Draining must only be done slowly and evenly; prior to this, the climbing partner must be consulted.

7 Equipment

7.1 Equipment may only be borrowed by persons who have the necessary knowledge of handling or who are instructed by competent persons.
7.2 Minors are only entitled to borrow equipment with the written consent of their legal guardians. In the context of group events, borrowing is carried out exclusively by the group leader.
7.3 The applicable fees according to the price list apply to the rental. An official ID must be deposited as a deposit.
7.4 Equipment may only be used in the facility.

7.5 The return must be made at least 15 minutes before the end of opening hours on the same day.
7.6 The borrower is obliged to check the items for defects before and after use and to report them immediately.
7.7 The instructions for use of the equipment must be read and observed before use.

8 Accidents and damage

8.1 In the event of an accident, there is an obligation to provide assistance and to inform the hall staff immediately.
8.2 Users are obliged to provide their personal details upon request.
8.3 Damage or loose climbing holds must be reported to the staff immediately.
8.4 Changes to the belay points or climbing walls are prohibited. Route closures and cordoned-off areas must be observed.

9 Liability

9.1 The use of the facility is at your own risk.
9.2 The operator is only liable within the framework of the statutory provisions, in particular for intent and gross negligence as well as for damages resulting from injury to life, limb or health.
9.3 The operator assumes no liability for the loss of valuables. Placing valuables in lockers does not constitute a safekeeping relationship.

10 Changes to these Terms of Use

10.1 Changes will be offered to the user in text form at least two months before they take effect.
10.2 If the user has stored his e-mail address, changes can be communicated in this way.
10.3 Consent shall be deemed to have been given if the User does not object before the proposed effective date. This is expressly pointed out.

11 Final provisions

11.1 Only the German version of these Terms of Use is authoritative. Translations are only for the sake of comprehensibility.
11.2 These Terms of Use come into force on 01.09.2025.

With my digital signature, I confirm that I have read, understood and accepted the above text

Date: 01.11.2026 Signature: _____

Privacy policy

of Felswerk Kletterhalle GmbH, as of: 01.09.2025

The controller responsible for the processing of personal data is Felswerk Kletterhalle GmbH, Albert-Einstein-Straße 6, 76829 Landau in der Pfalz, info@felswerk-landau.de.

We process personal data that you provide to us as part of the registration and use of our facility. This includes, in particular, name, address, date of birth, contact details and, in the case of subscriptions, bank details and membership data in cooperating associations. This data is required to conclude and perform the user contract with you. The legal basis is Art. 6 para. 1 sentence 1 lit. b GDPR. This includes the administration of your registration, the processing of individual entries and subscriptions, the billing of contributions and the granting of special rates with proof of appropriate memberships.

In addition, we process data to the extent necessary to safeguard legitimate interests, Art. 6 para. 1 sentence 1 lit. f GDPR. This applies in particular to measures for safety in the facility and the enforcement of the rules of use. Video surveillance of individual areas without sound recording can also be used for this purpose. This serves exclusively the purpose of averting danger and protecting people and property. Data will not be passed on to third parties without a legal basis.

We only process on the basis of consent in accordance with Art. 6 (1) sentence 1 (a) GDPR in cases where it is actually necessary. This applies to the taking of a portrait photo for the purpose of creating a membership card, the sending of a newsletter by e-mail and, if necessary, the publication of photos for advertising purposes. A given consent can be revoked at any time with effect for the future, without affecting the lawfulness of the processing carried out before the revocation.

Recipients of the data may be IT and cloud service providers commissioned by us who act within the framework of order processing in accordance with Art. 28 GDPR. These include, in particular, providers of hall management software. In addition, freelance trainers can gain access to data in the context of courses, insofar as this is necessary for the performance of the contract. It will not be passed on to other third parties.

We store personal data for the duration of the membership. After the end of this period, the data will be deleted, provided that there are no statutory retention obligations to the contrary. In this case, it will be deleted after the expiry of the statutory retention periods.

You have the right to receive information from us at any time about the data stored about you. You also have the right to rectification of incorrect data, to deletion, to restriction of processing, to object to processing and to data portability. In addition, you have the right to complain to a supervisory authority if you believe that the processing of your personal data is unlawful.

Only the German version of this data protection notice is authoritative.

With my digital signature, I confirm that I have read, understood and accepted the above text

Datum: 01.11.2026 Unterschrift: _____