

## **REGULATIONS OF HIGH ROPES PARK IN USTRON**

### **I I. INITIAL PROVISIONS**

1. The Regulations define the rules for using the services provided by Artur Ciszewski running a business under the name FUNTOUR CISZEWSKI ARTUR with its registered office in Ustron, 43-450 Ustron, ul. 9 Listopada 4, with a NIP number 5481381891, REGON number 070047530 (hereinafter: referred to as Park Organizer) for the benefit of people using (hereinafter: referred to as Participants) the High Ropes Park in Ustroń (hereinafter referred to as: Park).
2. An integral part of the Regulations are: Participant Form (Annex No. 1), Rules of Safe Use of the High Ropes Park in Ustroń (Annex No. 2), Information Clause (Annex No. 3).
3. The Regulations are available at the registered office of the Park Organizer in the High Ropes Park, it is also displayed at the ticket office in the Park and on the Park's website at: [www.parklinowy.pl](http://www.parklinowy.pl).
4. Every adult Participant, a statutory representative of a minor Participant and an adult guardian of a minor Participant, before purchasing an entrance ticket to the Park is obliged to read the Regulations, and then to accept them in writing by completing and signing a Participant Form (hereinafter referred to as: Form).
5. The Park Organizer is entitled to verify the accuracy of the data entered in the Form, comparing any such data against an identity document shown on request, by the Participant, Statutory Representative of a minor Participant or Minor Supervisor of the Participant.
6. The Park Organizer is entitled to refuse to sell an admission ticket if one or more of the following circumstances occur: a) a person fails to complete the Form; b) a person fails to read the Regulations; c) a person fails to accept the Regulations; d) a person fails to accept point 3 a) of the Form; e) a person fails to read the Information Clause; f) a person fails to accept point 5 of the Form.

### **I I. CONCLUSION OF THE CONTRACT, RIGHTS AND OBLIGATIONS OF THE PARTIES**

1. The Organizer provides services referred to in the Regulations to the Participant on the basis of a paid contract concluded with the Participant, a statutory representative of a minor Participant or an adult guardian of a minor Participant.
2. Conclusion of the contract between the Park Organizer and the Participant or statutory representative of a minor Participant or an adult guardian of a minor Participant takes place at the moment of purchase of an admission ticket at the Park ticket office.
3. The subject of the contract concluded between the Park Organizer and persons designated in Section II, point 1, is the performance by the Park Organizer of a service consisting in allowing the Participant to enter the Park and use its infrastructure and equipment shared by the Park Organizer (platform system and rope obstacles installed on trees and on pillars as well as a fall protection system) within the routes marked to by the Park Organizer, specified in Section III, to the extend as indicated each time on the entrance ticket.
4. The Park Organizer's price list and a detailed description of the routes are included in the offer available to Participants at the ticket office of the Park and on the website [www.parklinowy.pl](http://www.parklinowy.pl) (Offer of the Park Organizer).
5. The ticket determines the detailed scope of the service defined by the Participant, specifying the number of routes purchased, type of routes, number of Participants (in case of group

tickets), total price for the service and the date of issuing of the ticket. Therefore, to fully benefit from the purchased services, Participants are required to retain the ticket and show it to the Park Staff before using a particular route.

6. Endorsing the ticket with a route name or symbol by the Park staff is proof that the Participant has already used their credit to use a given route.

7. A Participant or other third parties are not entitled to make any changes or additions to the contents of the ticket.

8. The ticket is valid on the day the service begins, subject to the provisions contained below. There is no possibility of transferring the ticket to another person, after purchasing it.

9. If the ticket is not used on the day of purchase, due to circumstances independent of the Park Organizer (e.g. adverse weather conditions), a Participant may either use the ticket at another time or may demand a refund for the purchased ticket, on terms as detailed below.

10. In the situation referred to in para. 9, a Participant may use the ticket until the end of the season, in which it was purchased – to the extent that its use was not possible. For this purpose, a Participant immediately after stopping his / her use of the Park's services, and in adverse weather conditions – directly after them stopping, should go to the ticket office, where on the ticket or in the form of a separate statement it will be indicated to what extent the ticket was not used and the date of expiry of the ticket. In order to use the services of the Park on another day, Participants will be required to show a proof of their credit to use the service at a different time, to the extent not used (e.g. a ticket with annotation, or a statement referred to in the previous sentence).

11. In order to reimburse for the purchased ticket, in the situations referred to in paragraph 9, a Participant, immediately after being interrupted in the use of the services of the Park, and in situations of adverse weather conditions – immediately after their ceasing, should go to the ticket office.

12. The ticket is refunded according to the rules set out below: a) in case of not using any of the purchased routes, the Organizer returns the full price of the ticket, with the reservation that if you buy a ticket for more than one route, the cost of the second route is PLN 24, the third route is PLN 14, the fourth route - PLN 10, the fifth route - PLN 6, the sixth route - PLN 4 (in the case of Participants up to the age of 12), PLN 5 (in the case of Participants over the age of 13),

b) In case of not using the route in part, the Organizer returns the ticket price proportionally to the non-used part of a particular route, with the reservation that in case of purchasing a ticket for more than one route, the full cost of the second route is PLN 24, the third route - PLN 14, the fourth route - PLN 10, the fifth route - PLN 6, the sixth route - PLN 4 (in case of Participants up to the age of 12), PLN 5 (in the case of Participants above the age of 13).

13. The Park Organizer, Instructors and Park staff are all authorized to inspect tickets.

14. Waiting time for the Participant to start using individual routes of the park, from the moment of purchasing the ticket, may be up to 2 hours.

15. The Park Organizer, Park staff and Instructors are entitled to refuse access to the Park area or individual routes of the Park, as well as order Participants to leave a route or the area of the Park, due to the existing or possible threat to life, health or property of Participants, caused by: atmospheric conditions (i.e. rain, storm, wind stronger than 8m/sec, dense fog, hail), fire, accident or technical reasons.

16. In the event that a Participant deliberately uses the Park in a manner inconsistent with at least one of the provisions contained in the Regulations in Section III 2-5 or in Annex No. 2 to the Regulations in section II 2-11, 13-15, 18-23, if their behaviour constitutes a threat to

their own safety or the safety of other Participants, the Park Staff may refuse any further use of the Park by such Participant.

17. Each Participant, a statutory representative or legal guardian of a minor Participant is obliged to follow the instructions and guidelines of the Park Organizer and Instructors or Park Staff, consistent with these Regulations.

18. After completing the purchased routes or resigning from the Park Services, each Participant is obliged to return the protective equipment at the point of equipment return.

## I II. TYPES OF ROUTES AND BASIC RULES FOR THE USE OF PARK SERVICES

1. The offer of the Park Organizer contains a detailed description of individual routes.

2. The routes are divided according to their varying level of difficulty and age limits as follows:

2.1. **Easy Green route** - available for Participants from the age of 5 whose hands can reach up to the height of 145 cm, equipped with EXPOGLIDER continuous belay system (no reconnections);

2.2. **Medium Blue Route** - available for Participants from the age of 8 reaching up to the height of 160 cm, equipped with BORNACK continuous belay system (without the possibility of disconnecting 2 carabiners at one time); with the reservation that: children under the age of 7 may use this route only under direct supervision of their Statutory Representative or Legal Guardian;

2.3. **Medium difficulty routes: Orange, Yellow and Red** - available for Participants from the age of 11 reaching up to the height of 170 cm, equipped with the BORNACK continuous belay system (no possibility of disconnecting 2 carabiners at one time); with the reservation that: children at the age of 7 to 10, may use these routes only under direct supervision of their Statutory Representative or Legal Guardian;

2.4. **Difficult Black Route** - available for Participants from the age of 13 reaching up to the height of 170 cm, equipped with the BORNACK continuous belay system (no possibility of disconnecting 2 carabiners at one time); with the reservation that: children from 10 to 12 years old may use this route only under direct supervision of their Statutory Representative or Legal Guardian;

3. Persons using the routes offered in the Park may not weigh more than 120 kg.

4. One adult person may be accompanied by a maximum of two children (not applicable to the Green route).

5. Before using the routes offered in the Park, each Participant is obliged to undergo a training conducted by the Park Organizer or an Instructor concerning the Parks' safety rules and the safe use of the belay equipment provided by the Organizer.

6. Minor Participants under the age of 13 may stay in the Park only under the supervision of their statutory representatives or under the care of another adult person who oversees them.

7. Group guardians, if purchasing group tickets, are required to be with the children throughout their stay in the Park.

8. Minor Participants under the age of 13 may enter installations suspended at one and a half meters and above (subject to points 2.1, 2.2, 2.3, 2.4), but still should keep eye contact with their Statutory Representatives or Guardians.

9. Following a signed consent by a Statutory Representative or Guardian of a minor Participant, a Participant may use routes which are subject to age limits indicated above, provided that the minor can reach up to at least 145 cm in the case of the easy green route, 160 cm - for the average blue route, 170 cm - for medium routes: Orange, Yellow, Red or difficult Black.

10. Any person remaining in the Park, who by his/her action or omission causes damage to equipment, is responsible for such damage in accordance with the rules of the Act of 23.04.1964r. Civil Code (Journal of Laws of 2018 item 1025, as amended)

11. The rules of safe use of the Park are contained in Annex No. 2 to the Regulations.

#### **IV. FINAL PROVISIONS**

1. Any changes or additions to the Regulations require a written form or shall be null and void.

2. The Park Organizer has the right to make changes to the Regulations for important reasons such as: change of address details of the Organizer, change of the company name of the Organizer, introducing new services, amending legal regulations – to the extent to which these changes affect the implementation of the provisions of the Regulations. Information on amendments to the Regulations will be provided in the form of amended Regulations available on the website [www.parklinowy.pl](http://www.parklinowy.pl) and at the ticket office of the Park (in the entrance area), at least 7 days before their introduction. In the event of a change of Regulations, contracts concluded before the date of introducing changes to these Regulations will be implemented in compliance with the provisions in force prior to the introduction of changes.

3. These Regulations come into force on 01/04/2019.

## **Annex No. 2 to the Regulations of the High Ropes Park in Ustroń**

### **PRINCIPLES OF SAFE USE OF THE HIGH ROPES PARK IN USTROŃ**

#### **I**

1. The basic safety principle in the Park is that each Participant needs to take care of their own safety, referring to the knowledge acquired during the training to use the Park's protection systems including the fall protection equipment (safety equipment) and considering the presence of other people at heights.
2. The Organizer informs that using the High Ropes Park involves a great deal of physical and emotional effort.
3. The services of the Park cannot be used by: a) persons under the influence of alcohol or narcotic drugs; b) pregnant women; c) persons suffering from epilepsy; d) persons suffering from diabetes; e) persons suffering from heart disease; f) persons who have problems with their sense of balance; g) persons with serious mobility restrictions; h) people with anxiety disorders; i) people suffering from hypertension.
4. In case of doubt whether a Participant may use the Park Services due to their health condition, a Participant, statutory representative or guardian of a minor Participant, should consult a doctor before using the services of the Park in order to determine whether it is acceptable for him/her to use the Park Services.
5. In order for deaf people or people with hearing impairments to use the services of the Park, it is necessary - before purchasing the ticket - to inform the Service Centre about this fact, in order to establish with the Park Organizer or Instructor whether the use of the Park Services by the such a person requires - for safety reasons - an individual instructor. If such a person requires an individual instructor, then it is necessary to set a date for the intended use of the Park service so the Organizer may ensure individual assistance of an instructor.
6. In the event of a storm or fire, Participants must vacate the Park area immediately.
7. Each Instructor in the Park wears a yellow helmet, a black T-shirt with an emblem of the Park on the back and a tag INSTRUCTOR on the front of their T-shirt. Each member of the Park Staff wears a black T-shirt with the emblem of the Park (1 large emblem is on the back, 1 small on the front of the T-shirt).

#### **II**

1. Every Participant is provided by the Park Organizer with certified protection equipment, enabling safe completion of the routes. The safety equipment has the purpose of protecting the Participant's life and alleviating the consequences of a fall or impact suffered by the Participant but does not guarantee there will be no injuries (e.g. in the form of abrasions or bruises).
2. Participants must not use any belay equipment which has not been provided by the Park Organizer.
3. All safety equipment is fitted on the Participant exclusively by the Park Staff.
4. In the case of a Participant taking off the protective equipment, before the Participant returns to the route, the equipment must again be fitted on the Participant by the Park Staff.
5. After a Participant has been provided with security equipment, no changes made to this equipment are allowed, without the participation of the Park Staff.
6. Participants are obliged to keep the carabiner and the capsule in their hands. It is forbidden to drag the equipment on the ground or hit it against the ground.

7. Participants with long hair should tie up their hair tightly.
8. Before setting out on the routes, a Participant is obliged to take off all jewellery, any external accessories and remove their phone from clothing as such things may represent a threat to the health of the Participant or third parties.
9. A Participant is obliged to secure jewellery, glasses and mobile phones and other items brought to the Park in such a way that they do not pose a threat to the health or life of the Participant and other Participants.
10. A Participant should move around the Park in trainers and sports clothes.
11. It is forbidden to chew gum while using the routes.
12. A Participant passes the routes of the Park independently, taking due care and caution required for this type of activity, without the participation of the Park Staff.
13. On the route, a Participant must not remain unattached from any element of the safety rope.
14. A maximum of two adult Participants can be on one platform at a time or one adult with two children, and only one Participant with a Guardian with the exception of the Tyrolean rides (at the Tyrolean rides, absolutely one person!!!). Another Participant may start climbing an obstacle only when the Participant before them leaves it, that is, they are already on the next platform and stand in a place where they will not be hit by the next Participant and are attached to the next safety rope.
15. On obstacles and platforms it is forbidden for Participants to run, swing, jump, throw any objects (e.g. with water), and behave in a way that can pose a threat to the safety of oneself or other Participants.
16. In the event of a loss of strength, resignation or other reasons that prevent a Participant from completing a route, he/she is obliged to immediately inform an Instructor or a member of Staff about it so the Staff may bring the Participant safely down to the ground.
17. All accidents, injuries, as well as all reservations, doubts or comments, both as to the technical condition of the Park equipment, including the protection equipment, a Participant's well-being or other disturbing symptoms or circumstances should be immediately reported to the Park Staff, an Instructor or the Park Organizer.
18. Participants and accompanying persons are obliged to move around the Park only along the routes designated by the Park Organizer. It is forbidden to leave the designated routes and pass under platforms and obstacles, on which other people are present. In this case, wait for the platform or the obstacle to be vacated and only then you can go under it.
19. It is forbidden to leave the Park area (i.e. go outside the Park gate) while wearing the safety equipment.
20. It is forbidden to smoke cigarettes throughout the entire Park area.
21. It is forbidden to destroy plants or throw stones in the Park.
22. It is forbidden to bring dogs to the Park without a leash and a muzzle.
23. Camping, making bonfires, grilling, is allowed only in places especially for them intended, after obtaining a consent from the Park Organizer or a member of Staff.

### III

24. The principles of use of the protection (self-belay) systems are presented to every Participant by Instructors during training. Participants must comply with and follow all instructor's instructions along the routes (climbing techniques, the pace of overcoming obstacles), using safety equipment, avoiding risky behaviours that may lead to an injury or accident. The basic rules of conduct are also available and presented on the Park's websites.

### **Annex No. 3 to the Regulations of the High Ropes Park in Ustroń Information Clause**

Artur Ciszewski running a business under the name FUNTOUR CISZEWSKI ARTUR wishes to inform you about the processing of your personal data indicated in the Participant Form in accordance with art. 13 para. 1-2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (general data protection regulation, hereinafter referred to as "GDPR"):

1. Pursuant to art. 13 para. 1-2 of the above Regulation, please be advised that:

1) The administrator of your personal data is Artur Ciszewski running a business under the name FUNTOUR CISZEWSKI ARTUR with its registered office in Ustron, 43-450 Ustron, ul. 9 November 4, with NIP number 5481381891, REGON number 070047530 (Park Organizer);

2) Participants' personal data will be processed for the following purposes:

a) in order to conclude a contract based on interest shown in our offer (the basis of Article 6 paragraph 1 point b of the GDPR);

b) for the performance and on the basis of a contract concluded with us, (the basis of Article 6 paragraph 1 point B of the GDPR);

c) for archival purposes (records) to file information for the event of a legal action and a need to prove facts, which is our legitimate interest (the basis of Article 6 paragraph 1 point f of the GDPR);

d) for the purpose of determining, investigating or defending against claims, which is our legitimate interest (the basis of Article 6 paragraph 1 letter f) of the GDPR);

3) Data obtained in connection with the conclusion of the contract, i.e. data included in the Participant Form, will be processed no longer than until the end of the season in which they were obtained. The Participant Form will be destroyed after the end of the given season at the latest.

4) Please be advised that the provision of personal data is voluntary, however, the refusal to provide the required data (i.e., name and date of birth) will prevent the conclusion of a contract.

5) The personal data indicated in the Participant Form may be transferred to authorized employees.

6) According to the GDPR, you have the right to:

a) access your data and receive copies thereof

b) correct your data

c) demand removal, restriction or objection to their processing

d) have your data transferred

e) submit a complaint to the supervisory body

7) The administrator informs that it does not make decisions in an automated manner and your data will not be profiled.

8) Your personal data will not be transferred outside the territory of the Republic of Poland.

9) The data Administrator applies technical and organizational measures to ensure the safety of your personal data being processed as appropriate with regard to the threats and categories of data being protected, in particular, to protect data against any unauthorized access by unauthorized persons, any processing in violation of the Personal Data Protection Act and against change, loss, damage or destruction of the data.

10) Personal data contained in the Participant Form will not be entered into any data set or memory medium (e.g. a computer memory).