



Olympiapark München GmbH

Roof Climb/ Roof Climb with Abseiling / Roof Climb with Flying Fox

Terms and Conditions

The company Olympiapark München GmbH carries out exclusive Roof Climb/Abseiling/Roof Climb with Flying Fox* to the Munich Olympic Roof and exclusively distributes all products relating to these tours, such as photographs, merchandising articles etc.

(*Roof Climb with Flying Fox is operated by Sayaq Adventures GmbH)

Unless agreed otherwise in writing, all agreements relating to Roof Climb/Abseiling/Roof Climb with Flying Fox shall be subject to the following Terms and Conditions:

1. The Roof Climb/Abseiling/Roof Climb with Flying Fox (the "Tour")

- a. When making a reservation it is to be specified which roof climb tour the participant wants to do. The normal roof climb tour, roof climb tour with abseiling or the roof climb tour with flying fox. Booking changes on short notice will not be taken into consideration.
- b. As a rule, the Tour will be carried out as advertised. However, Olympiapark München GmbH reserves the right to change, cancel, substitute and/or vary the advertised routes, prices and departure times without notice and without any right for the customer to claim damages.
- c. Olympiapark München GmbH shall retain the copyright to all photographs made or sold by it. Such photographs may only be used or duplicated by the customer for private purposes; any use for commercial purposes, including advertising, shall be subject to Olympiapark München GmbH's prior written permission. Olympiapark München GmbH shall be entitled to take pictures from the Tour participants and to use them for its own purposes.

2. Check-in for the Tour

- a. All participants in the Tour are required to arrive and check-in at the north ticket office ("Stadionkasse Nord") of the Munich Olympic stadium at least 15 minutes prior to the advertised departure time. Arrival after this time may result in non-admittance to the Tour at Olympiapark München GmbH's discretion, without refund.
- b. As from check-in at the stadium ticket office, the participants are required to refrain from smoking and to switch off their mobile phones. Olympiapark München GmbH reserves the

right to check all bags and other containers carried by the participants and, if appropriate, to require them to pass through a metal objects screening system.

3. Prerequisites for a Participation in the Tour

- a. Participants must hold a valid ticket or confirmation letter in due form. Entry may be refused if tickets or vouchers are damaged or defaced or were not purchased from an authorised point of sale.
- b. Participants must be over 10 years of age. On the tour of the tent roof including abseil and on the tour of the Roof Climb with Flying Fox, all participants must be at least 1,40m tall and weigh a minimum of 40 kg and a maximum of 120 kg.
- c. Minors may not participate in the Tour without the written consent of a parent or guardian vested with the right of education. All participants must evidence their identity by submitting an identity card or passport with a photograph.
- d. The participants must be in a good physical and physiological condition. Olympiapark München GmbH may require them to undergo a test in order to ascertain whether or not they are able to undertake the Tour. Participants under the influence of alcohol or drugs will not be permitted to participate in the Tour.
- e. Before the beginning of the Tour, every participant will be required to sign a Declaration Form in which he/she represent that
 - he/she does not suffer from any medical condition which may prevent him/her from undertaking the Tour, including, but not limited to vertigo, fear of heights, epilepsy, dizziness, member or back injuries, angina or other heart condition, severe or uncontrolled asthma, visual deficiency or impairment, depression, recovery from a recent surgery, pregnancy, or similar conditions;
 - he/she is well aware of the fact that climbing the Olympic tent roof involves certain risks and therefore requires particular caution;
 - he/she enters the premises of Olympiapark München GmbH and participates in the Tour at his/her own risk and will not be entitled to claim any indemnity from Olympiapark München GmbH for any injury or damage suffered during the Tour.

4. During the Tour

- a. At the beginning of the Tour, the participants will be briefed by the personnel of Olympiapark München GmbH. The briefing for Flying Fox is accomplished by Sacaq Adventures GmbH. Participants who do not take part in this briefing will be refused access to the tent roof without being refunded the ticket price.
- b. The participants will be supplied with a special equipment without which they will not be permitted to participate in the Tour. The participants get their equipment for the Flying Fox from Sacaq Adventures GmbH at the base camp. The participants must wear solid shoes with profiled rubber soles (no leather soles).

- c. The participants must strictly follow the instructions given by the Olympiapark München GmbH tour guides, and for the Flying Fox, those given by the employees of Sayaq Adventures GmbH. The participants must not disturb other participants or interfere with the Tour guide's or staff's ability to conduct the Tour in a safe and secure manner. If a participant places other persons at risk, damages or spoils installations or equipment of Olympiapark München GmbH or Sayaq Adventures GmbH, or does not follow the instructions of the Tour guides or staff members of Sayaq Adventures GmbH, the Tour guides or staff members of Sayaq Adventures GmbH will be entitled to expel him/her from the Tour, without refund.
- d. On the tent roof, the participants may only carry cameras which are secured onto the participant's body by means of snap hooks; except for cameras secured this way, the participants are not permitted to take any other items onto the tent roof than those supplied by Olympiapark München GmbH or Sayaq Adventures GmbH, including, but not limited to mobile phones and handbags. While events are being hosted and stalls are being set up or dismantled in the Olympic Stadium, it is prohibited to carry photographic equipment or cameras. Lockers or locked rooms will be available to the participants to store such objects during the Tour; however, Olympiapark München GmbH or Sayaq Adventures GmbH will not be liable for the loss of any such objects. Therefore, the participants are recommended not to carry valuable objects to the Tour.

The staff members of Olympiapark München GmbH and Sayaq Adventures GmbH will be entitled to check whether the participants carry unauthorised objects and, if this is the case, to seize them. Participants who carry unauthorised objects with them may be excluded from the Tour without refund.

5. Terms of Payment / Cancellations

- a. The Tour tickets relate exclusively to the specific Tour booked and are payable at the beginning of the Tour, in principle.
- b. Any re-booking will only be possible until 5 days before the date of the booked tour and only to the extent that free tickets are available for other Tours. Group cancellations are possible free of charge up to 5 days before the Tour. Should the Tour be cancelled at a later point, a cancellation fee of €320 for the Roof Climb, €400 for the Abseiling and €650 for the Roof Climb with Flying Fox will be charged. Should individual group members cancel, or if less people take part than announced and the cost of the Tour for the remaining participants falls below the cancellation fees mentioned above, the group must pay the required cancellation fee as a minimum charge.
- c. The participants are aware of the fact that a Tour may only be carried out under appropriate weather conditions (**not during snow and ice on the path, not during strong rain, strong winds or storm, etc.**); therefore, it may happen that a Tour is cancelled or postponed – if necessary at very short notice. In such a case, the participants will either be re-booked at the earliest possible date at their convenience or refunded the price paid for the ticket. In no case shall they be entitled to claim additional damages from Olympiapark München GmbH. The participants herewith expressly waive any such claim.

In the event of a thunderstorm, the tour has to be stopped immediately. If at this point the tour has been underway for 75 minutes, it is considered as having been completed, and there is no entitlement to a refund of the admission price. If the tour has been underway

for less than 75 minutes, the customer receives a credit for the admission price in the form of a coupon and can take the tour again at a later date.

6. Liability

- a. As a rule, the participants undertake the Tour at their own risk.
- b. The Olympiapark München GmbH is only liable for aforethought actions or in cases of gross negligence – barring injury to life, person or health through a breach of cardinal responsibilities. Olympiapark München GmbH shall not be liable for any loss or damage resulting from non-observance of instructions or directions of Olympiapark München GmbH or from a physical or psychological condition of the participants that existed before the Tour. On the Roof Climb with the Flying Fox, Olympiapark München GmbH is liable, to the extent mentioned, only until the 'handover' of the participants to Sayaq Adventures GmbH staff.

7. Miscellaneous

- a. Should any of these Terms and Conditions be or become ineffective, this shall not affect the validity of the other terms or conditions. Ineffective provisions shall be replaced by provisions matching as closely as possible the economic purpose intended by the parties.
- b. The place of jurisdiction for any litigation arising out of or in connection with these Terms and Conditions shall be Munich. These Terms and Conditions are governed by the laws of the Federal Republic of Germany.
- c. The participants' personal data will be stored.

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