

PARK RULES & REGULATIONS

TERMS AND CONDITIONS FOR OUR VISITORS

Your day of adventure and relaxation is about to begin. As we grant a great deal of freedom throughout our park, we ask you for your safety and the safety of others to act responsibly and follow our rules below.

1) HOUSEHOLDER'S RIGHTS

- 1.1 By entering the park premises you declare yourself in accord with the Park Rules.
- 1.2 The Park reserves the right to expel from the premises without compensation any persons who are in violation of the Park Rules. This includes issuing warnings, terminations, and expulsions from the park. An expulsion from the park after termination of the user agreement is permissible in cases of grossly contract-violating behavior by the visitor, such as repeated violations of staff instructions that make it unreasonable to continue with the contract. A warning must generally be issued before termination and expulsion. This may be waived in cases of particularly serious and repeated violations.

2) ACCESS AND STAY ON THE PREMISES

- 2.1 Access to the Park is only permitted with a valid entry ticket and only through the designated visitor entrances.
- 2.2 Children under 14 years old may only enter the park accompanied by an adult supervisor. This also applies to individuals who, due to their mental or physical condition, are unable to follow the park rules. In case of visitor groups, a group leader must be appointed to ensure compliance with the park rules.
- 2.3 Individuals under the influence of alcohol or drugs may be denied entry or expelled from the park grounds.
- 2.4 Admission tickets must be kept during your stay and shown upon request. They are only valid on the day of purchase and lose their validity when leaving the park. A necessary trip to your vehicle is only possible with a stamp on your hand and only until 4:30 pm (return to the park).
- 2.5 Annual passes are valid for one year from the date of purchase and entitle free entry into the park during this time, provided it is open to general visitors.
- 2.6 Anyone found in the park without a valid admission ticket will pay double the entrance fee.
- 2.7 Temporary exits from the park are only possible after individual arrangements with entrance personnel.
- 2.8 Exchange or replacement of lost or misplaced tickets is not allowed.
- 2.9 In cases of force majeure, technical and inspection-related failures of individual facilities, or changes in offerings, no price reduction can generally be granted (see also 3.3). During winter break and in case of current operational closures due to special circumstances such as weather-related closure, storm warning, or defense against special dangers posed by infections or other threats to life and limb, there is no partial refund claim for all types of admission tickets or a claim for retroactive extension of validity period.

3) OPERATING HOURS OF RIDES

- 3.1 Self-service operation of rides is daily from 09:30 – 18:00.
- 3.2 Operation of rides with staff assistance is daily from 10:00 – 17:30.
- 3.3 Changes in offerings and opening hours are subject to seasonal, weather-related, and visitor-related conditions (see also 2.9).

4) SUPERVISION/PARENTAL SUPERVISORY

We remind all parents and group supervisors to fulfill their duty of supervision carefully, as we cannot relieve you of this responsibility. In this context, supervisors and parents also bear responsibility for any damages caused by those under their supervision (see also 2.2).

5) GENERAL SAFETY REGULATIONS

- 5.1 All instructions given by the staff and all signs must be obeyed without exception.
- 5.2 Visitors are not permitted to leave the paths or public spaces in the Park.
- 5.3 Carrying or possessing weapons or dangerous objects such as but not limited to pistols, knives, brass knuckles, etc. is strictly prohibited on park premises.
- 5.4 Playing loud music or otherwise being wantonly loud or creating a disturbance is prohibited on park premises.
- 5.5 Scooters, roller skates, bikes, tricycles, mopeds and other trendy sports equipment are not permitted for safety reasons.
- 5.6 All fire regulations must be adhered to. Lighting fires is strictly prohibited with the exception of the designated grill areas.

6) USE OF RIDES AND ATTRACTIONS

- 6.1 The use of play equipment, play areas and other similar facilities is at your own risk.
- 6.2 The facilities are to be used in compliance with the rules and regulations for the safe operation. Please be sure to follow the instructions indicated on the devices as well as all instructions from Park staff. Any persons not in compliance with these instructions may be banned from using the attraction without compensation. This also applies to any persons deemed to have cut or be trying to cut into waiting lines for rides or attractions.
- 6.3 Animals may not be chased or harassed in any way.
- 6.4 Smoking is prohibited on all rides and waiting lines.
- 6.5 Visitors will be held liable for any damages that may arise from violating any regulations, or from negligence, or from wanton misuse of the rides, attractions or equipment.

7) GRILL REGULATIONS

- 7.1 Use of grill facilities and areas is at your own risk.
- 7.2 All grilling must be finished by 18:00.
- 7.3 Please be sure never to leave a grill unsupervised.
- 7.4 Be sure not to leave the grill area until after the ashes have cooled and you have double-checked that everything has been left in an appropriate manner.
- 7.5 Be sure to use only proper grill coals when grilling. Do not throw any paper or wood onto the fire.
- 7.6 Only use solid fire-starter material. Liquid fire-starters such as gasoline, petrol, denatured-alcohol or other such fluids are prohibited.
- 7.7 Only the fixed grills provided by the park can be used (no private/mobile grills are allowed to be brought into the park).

- 7.8 Persons who cause any damages to visitors or equipment through misuse or negligence will be held liable.
- 7.9 Playing music, no matter from what source, is not permitted in the barbecue areas.



8) DOGS AND PETS IN THE PARK

- 8.1 Dogs are only admitted to the park with one of our Dog Toilets, available at the cashier's office.
- 8.2 Must be kept on a line and on the pathways at all times.
- 8.3 Dogs are not permitted access to the play areas, animal enclosures, pony ride area, petting zoo or amusement rides. Be sure to keep a safe distance from children and other dogs.
- 8.4 Aside from dogs, no other pets are permitted within the Park.

9) LIMITATION OF LIABILITY

- 9.1 We are liable without limitation for culpable violations of life, body, or health caused by us or our agents, as well as for damages resulting from intentional or grossly negligent breaches of duty by us or our agents, provided that no essential contractual obligations have been violated. In the event of a breach of essential contractual obligations by us or our agents, we are liable for negligent behavior. However, in the case of slight negligence in the breach of these obligations, our liability is limited to typical and foreseeable damages. Further liability is excluded. The provisions of the Product Liability Act remain unaffected.
- 9.2 In general, no liability is assumed for personal items brought into the park. This applies especially to lost or misplaced items.

10) NOTIFICATION OF CLAIM

- 10.1 All facilities within the Park are thoroughly maintained and monitored.
- 10.2 Should you incur any damages or injury through no fault of your own, please be sure to notify the staff at the information area before leaving the Park. Also, please notify us if you have reason to believe that future damages may arise as a result of an incident that occurred at the Park.

11) PARKING

- 11.1 The Highway Code applies to all parking areas within the Park.
- 11.2 In order to ensure a trouble-free use of our parking area, all instructions given by our staff are to be exactly complied with.
- 11.3 Please be sure to park your vehicle within the designated spaces. Any vehicles not park within designated spaces causing disruptions or hindering the use of the parking area may be towed at the owner's expense.
- 11.4 The park accepts no liability for any damages caused to vehicles by acts of nature such as storms, hail, or fire, or by theft or vandalism, unless the damage was caused by our staff or operators, but only if the visitor notifies Lochmühle Amusement Park of the damages before leaving the premises.

12) AUDIO AND VIDEO RECORDING AS WELL AS TRADE AND ADVERTISING

- 12.1 Advertising and trade of any kind on our premises or parking areas as well as the offering of goods or services are only allowed with the prior express written permission of the management.
- 12.2 Commercial audio or video recordings are only allowed with the express permission of the management.

13) VIDEO SURVEILLANCE

For your safety, parts of the publicly accessible areas in the Freizeitpark Lochmühle are under video surveillance and designated as such with appropriate signs. Insofar as image material is stored, this data is deleted immediately if it is no longer required to achieve the purpose or if the interests of the persons concerned that are worthy of protection prevent further storage. When using the tractor train, Freizeitpark Lochmühle receives at the photo station from each passenger without special compensation the right to take pictures during the ride, to save them, to display them on screens, and to sell a photo print. Without exception, all pictures are automatically and irrevocably deleted in the evening for data protection reasons.

14) FINAL PROVISIONS, PLACE OF JURISDICTION

German law applies exclusively. Supplementary agreements have not been concluded. The place of jurisdiction for all disputes arising from and in connection with the contractual relationship, as well as the place of performance for payment, delivery and service is exclusively the headquarters of the Freizeitpark Lochmühle. Should individual provisions of park regulations be or become ineffective in whole or in part, this shall not affect the validity of the remaining provisions.

15) FINAL PROVISIONS, JURISDICTION

- 15.1 German law shall exclusively apply. Oral collateral agreements do not exist.
- 15.2 The court having jurisdiction over the defendant's general place of jurisdiction shall be competent for all disputes arising from this contractual relationship.
- 15.3 For lawsuits filed by Freizeitpark Lochmühle against merchants, legal entities under public or private law, or individuals who do not have a general place of jurisdiction in Germany or who have moved their residence or habitual abode abroad after the conclusion of the contract, or whose residence or habitual abode is unknown at the time of filing the lawsuit, the seat of Freizeitpark Lochmühle is agreed upon as the exclusive place of jurisdiction.
- 15.4 We would like to point out that we do not participate in voluntary consumer dispute resolution procedures in accordance with the Consumer Dispute Resolution Act. If consumer dispute resolution becomes mandatory for us after these terms and conditions are printed, we will inform users accordingly in an appropriate manner.
- 15.5 For all contracts concluded in electronic legal transactions, we refer to the European Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr/>.

We wish you a pleasant and enjoyable day at Lochmühle Amusement Park.