

# SKILLS PARK - Terms and Conditions

## 1 Operating Company

SKILLS PARK is operated by TYA AG. Therefore, all agreements regarding the use of SKILLS PARK are reached between you and TYA AG.

## 2 Risk and Liability

SKILLS PARK does not guarantee permanent supervision. Therefore, you are solely responsible for your safety and insurance coverage. By purchasing a day pass or a yearly membership you acknowledge that using SKILLS PARK involves risks which could result in injury or material damage, and you affirm such assumed risk and liability. TYA AG is not liable. Outside course instructors and providers are fully liable for their participants and visitor's. Additionally, the park rules and regulations, including posted signs, apply. Instructions issued by the SKILLS PARK staff must always be followed without delay.

## 3 Memberships and Vouchers

If you forgot your membership card, you will be charged CHF 2.-. A replacement card is CHF 10.-. A yearly membership is personal and non-transferable. If a membership is misused, it will result in immediate expiration without replacement and can result in a permanent ban from SKILLS PARK for you and the unauthorized third party.

The membership is valid for one year. You have no right to reimbursement if you do not use your membership.

Vouchers and 11-for-10 passes are valid for 2 years. In case of a discounted membership, you are required to show your other membership card (ID, Swiss Olympic Card, etc.) to the staff.

In case you are injured or ill, you may extend your membership by the number of days missed if you can provide us with a doctor's note. The minimum duration of missed days is 30 days, the maximum is 90 days. Please bring your current membership and your doctor's note to the check in for an adjustment. (For extensions of the "Sportpässe Trend," you will need to get in touch with the Geiselweid public pool.)

## 4 Reservations for Multiple People

If you make a reservation for multiple people, you are responsible that they adhere to our terms and conditions and fulfill other responsibilities such as paying admission.

## 5 Children and Adolescents

Children under the age of 6 must always be accompanied and supervised by an adult in close proximity in all sports areas. Therefore, the adult supervisor will need to pay admission as well.

Children between ages 6 and 9 must have a supervising adult present in the park, although not necessarily in close proximity.

## 6 Rules of Conduct

To use SKILLS PARK, special rules of conduct apply. You can either find the rules posted in the different areas of the park or they will be explained to you by our staff. By entering the park, purchasing a day pass, a visitor's pass, or a membership, you agree and are required to adhere to these rules. Failure to adhere to the rules will result in a ban from the park for the rest of the day, even if you have a membership. Repeat failure in adhering to the rules will result in a permanent ban and/or the revocation of membership without reimbursement.

If you damage property of TYA AG or parts of the SKILLS PARK infrastructure by inappropriate use, gross negligence or non-compliance with staff instructions, you are fully liable.

## 7 Hours

The hours are stated on the website.

During events or repairs or constructions, it is possible that the entire park or certain parts of the park are closed to the public. We will announce these events ahead of time on our website. You will not be awarded a refund.

Admission to SKILLS PARK can be suspended for a certain time if the park is at maximum capacity. You will not be awarded a refund.

## 8 Courses and Events

During courses and events held by third parties, third party terms and conditions also apply. The third parties are fully responsible for their participants.

Participants are responsible for their own insurance coverage (accident and liability).

## 9 Data Protection

Your personal data that you provide when purchasing a day pass, or a membership are confidential and will not be passed on to third parties, unless this is necessary for fulfilling the contract or the payment transaction. For our own purposes, such as marketing and statistics, we will process your data domestically and internationally.

## 10 Security Cameras

For security reasons, some parts of SKILLS PARK are under camera surveillance. In non-public areas such as changing rooms, showers and restrooms, there are no cameras. The recordings are viewed live by our check-in staff and saved for 7 days.

## 11 Validity of the Terms and Conditions

By entering the park, purchasing a day pass, a visitor's pass, or a membership, you agree to the most recent terms and conditions; viewable at check-in or downloaded from our website. We have the right to change the terms and conditions anytime, especially when new laws and regulations require us to do so or it is necessary for business operations.

## 12 Applicable Law and Jurisdiction

The terms and conditions, as well as any other agreements between patron and TYA AG are subject to Swiss law, except for the Federal Code on Private International Law (CPIL). Jurisdiction for all disputes arising from the use of SKILLS PARK is currently in Winterthur, Switzerland, the place of business for TYA AG.