

General Terms and Conditions of Business

These General Terms and Conditions of Business (hereinafter: the General Terms) set out the rights and obligations between the operator of the NOD Activity Park (hereinafter: the Operator) and the users of its services and other participants.

The General Terms are divided into the following sections, which govern different aspects of your relationship with us:

- Part: General Terms for the purchase of tickets by consumers,
- Part: General Terms for the purchase of tickets by legal entities,
- Part: General Terms for the purchase of gift vouchers,
- Part: General Terms for visiting the Park,
- Part: Protection of personal data,
- Part: Final provisions.

Part 1: General Terms for the purchase of tickets by consumers

Chapter 1.1: Purchase of tickets

1. Article (General provisions)

Tickets may be purchased at the Park's ticket desk/reception.

This Chapter of the General Terms applies exclusively to consumers, i.e., natural persons who acquire or use the services for purposes outside their trade, business, or profession.

2. Article (Definitions)

Terms used in this Chapter have the following meaning:

- **The Operator (also the Provider)** is the company that operates the Park and sells tickets:
 - Name: NOD, pustolovski park d.o.o.
 - Address: Podhom 3, 4247 Zgornje Gorje
 - Email: info@nodpark.com
 - Phone number: +386 64 165 839
 - Registration number: 8045674000
 - VAT ID: SI17207932
 - VAT liable: yes
- **The Purchaser** is a consumer, i.e., a natural person aged 15 or older, who purchases one or more tickets for the services offered by the Operator. Where a legal representative wishes to purchase a ticket for an Active Participant under the age of 15, they act as the Purchaser in the name and on behalf of the Active Participant under the age of 15.
- **NOD, pustolovski park d.o.o. (hereinafter: the "Park")** refers to the entire area operated by the Operator, comprising the NOD Activity Park (climbing courses with integrated zipline elements, Free Fall), the NOD Skill Bike Park, and common areas (reception, practice area, picnic area). The NOD Skill Bike Park and the Yellow Course are freely accessible to the public without a ticket and without instructor supervision; they are subject to separate Rules of Use, published on site and on the website.

3. Article (Prices)

All ticket prices are stated in euros (EUR) and include value added tax (VAT), unless expressly stated otherwise.

The applicable prices are those stated in the price list in effect at the relevant time, published in a visible location at the Park's ticket desk/reception and on the website [www.nod-park.si].

4. Article (Tickets)

A ticket is valid on the day of purchase for the selected time slot and is checked upon entry.

A ticket remains valid for 30 minutes after the end of the time slot. After this period has elapsed, the ticket can no longer be used, except in the cases set out in these Terms. The Park operates seasonally; the current opening hours and the start and end dates of the season are published on the website and at reception. Tickets may only be purchased during the seasonal operating period. A ticket purchased less than 30 days before the end of the season that cannot be used before closing for reasons attributable to the Operator (e.g., due to early closure of the Park because of bad weather) will be honored at an alternative time slot in the following season, or the purchase price will be refunded to the purchaser upon request, except in the cases set out in these General Terms.

5. Article (Payment terms)

The Provider offers the following payment methods at the ticket desk:

- payment cards (e.g., Visa, Mastercard),
- cash.

6. Article (Pre-purchase information)

This document sets out the key pre-booking information that the Operator/Provider provides to potential purchasers free of charge and on an ongoing basis prior to the purchase of a ticket.

The purpose of this information is to enable Participants to make a considered and informed decision about taking part in the activities. Because nature-based adventure tourism activities (climbing at height, zipline descents) inherently involve certain unavoidable risks, this section clearly identifies the sources of the key risks and the associated strict safety requirements, conditions, and restrictions that Participants must meet in order to ensure maximum safety.

6.1. Provider

- The provider of the activities is the Operator as defined in Article 2 of these General Terms.
- For additional information, we can be reached by phone during the Park's operating hours, and we will respond to questions submitted by email as soon as possible.

6.2. Standards and Certificates

- The Provider holds, and the Park operates in accordance with, the following standards:
 - SIST EN 15567-1 (Rope adventure parks – Part 1: Construction and safety requirements)
 - SIST EN 15567-2 (Rope adventure parks – Part 2: Operating requirements)
 - SIST ISO 21103 (Adventure tourism – Information for participants)
- Certificates of conformity were issued by an independent certification body.
- The Provider holds all licenses, operating permits, and approvals required for the safe conduct of adventure tourism activities in accordance with the applicable legislation of the

Republic of Slovenia. Instructors and rescuers are trained in accordance with the requirements of standard SIST EN 15567-2.

6.3. Description of activities, difficulty, and what is included in the price

6.3.1. Climbing Park and Zipline Area

- Description: Independently completing various climbing Courses at height, consisting of footbridges, nets, swinging elements, and crossings between trees/posts, as well as zipline descents.
- Components: Safety training and use of the climbing and zipline Courses. The approximate duration of a visit is up to 3 hours.
- Included in the price of the basic ticket: A ticket that includes use of the climbing and zipline Courses, rental of Protective Equipment, and supervision by Instructors, as set out in these General Terms.

6.3.2. Free Fall

- Description: The Active Participant jumping from an elevated Platform
- Components: Safety training and the jump from the Platform. The approximate duration of the visit depends on the number of jumps purchased; a single jump takes approximately 15 minutes.
- Not included in the price of the basic ticket: The Free Fall jump is not included in the price of the basic ticket; a separate ticket is required for each jump in addition to the basic ticket. The separate ticket covers solely the individual jump or jumps, rental of Protective Equipment, and supervision by Instructors, as set out in these General Terms.

6.4. Number of participants and staff

- There is no minimum number of Participants for individual visits. For safety reasons, the maximum number of Active Participants who may be on a given Course at the same time is:
 - Climbing Park: up to 150 persons,
 - Free Fall: up to 3 persons on the Platform.
- In addition to the overall capacity limit on each Course, strict safety limits also apply to the number of persons on individual Elements and Platforms. Due to the specifics of the natural environment and the structures involved, these limits are set individually and are clearly indicated on warning signs at the location itself (e.g., before entry to a given Course, Element, or Platform).
- The Operator ensures that, during the Park's operating hours, a sufficient number of professionally trained Instructors continuously monitor the activities. The number of Instructors on site is adjusted to the current number of Active Participants and/or the occupancy of the Courses in order to ensure smooth and safe operation.
- In the case of an organized school, sports, or other youth group, the Business Customer must ensure the presence of Accompanying Teachers or Group Leaders. The ratio between the number of Accompanying Teachers or Group Leaders and the Business Customer's participants is strictly adjusted to the children's age and the requirements of the safety standards.

6.5. Included services, equipment, and amenities

- As part of the basic Park ticket and the separate Free Fall ticket, the Operator does not provide organized transport to the location, transfers, or accommodation. These services are not part of the contract and must be arranged independently by the Participant.
- Rental of Protective Equipment is included in the price of the basic ticket and the Free Fall ticket.

- Food and drink are not included in the ticket price. Catering is available to Participants on site at the Park's catering facility, in accordance with a separate price list.
- Maintained public restrooms are available to Participants free of charge at the Park during operating hours. The Park does not have changing rooms for Active Participants. Lockable lockers are available at the Park's central location for storing personal belongings and backpacks.

6.6. Difficulty and terrain characteristics

- The activities take place outdoors, in a natural forest environment and on unimproved or purpose-built natural surfaces. Participants must take into account the specific technical difficulty of the terrain for each activity.
- The access paths to the Courses and the terrain directly beneath the Elements are natural forest ground. The terrain includes natural obstacles such as exposed tree roots, stones, uneven slopes, rocks, and occasionally slippery undergrowth. Moving on the ground requires care and stable, closed footwear.

6.7. Difficulty levels and rating criteria

- The difficulty of the activities in the Park is clearly indicated by color codes (e.g., green – easy, blue – medium, red/black – difficult).
- The Climbing Park and Zipline Area require average physical fitness, coordination, and the absence of a panic fear of heights (psychological readiness). The more demanding Courses require greater upper-body strength. No prior climbing experience is required, as all necessary skills are taught by the Instructors during the Safety Training. The Free Fall trial additionally requires a high degree of psychological stability and determination at the moment of the jump.
- All activities take place outdoors in a natural environment. In the event of storms/strong wind or extremely high temperatures, the activities will be immediately suspended or cancelled for safety reasons, in accordance with these General Terms. During the summer or warmer part of the year, Active Participants must themselves ensure adequate sun protection (headwear, sunscreen) and sufficient intake of non-alcoholic fluids (water) before and during the activities, in order to prevent dehydration or heatstroke.
- Active Participants must also meet the minimum/maximum height, weight, and age requirements, which are precisely defined in these General Terms.

6.8. Sequence and timing of the visit

- All activities take place at the Park location. Upon arrival, all customers must first report to the Park's ticket desk/reception, which serves as the entry and gathering point and the place where Protective Equipment is issued.
- The Park operates according to a published schedule. Participants may enter at any time during operating hours, provided that the last entry is permitted no later than 2 hours before the Park closes.
- For pre-booked groups, a specific start time is set. Participants are required to report to reception at least 15 to 20 minutes before the booked time slot for registration, payment, and collection of Protective Equipment. Arriving late for the time slot may result in a shortened activity without a refund.
- No organized breaks are scheduled during the activities in the Park. Active Participants may schedule breaks on their own. Participants may leave the Courses at any time for a longer break, to use the restrooms, or to visit the catering facility, but the validity period of the ticket is not extended as a result. After completing the activities, Active Participants may remain for an unlimited time in the Park's common areas (e.g., the catering area) within operating hours, free of charge.

6.9. Availability of emergency assistance and rescue

- The Operator ensures the continuous on-site presence of Authorized Persons of the Operator, who are trained in technical rescue and lowering persons from height using specialized equipment. First aid equipment is available throughout the Park area, and an adequate number of the Operator's Authorized Persons are trained to provide first aid until the arrival of emergency services.

6.10. Accessibility for vulnerable groups and children

- Due to the nature of the activities/courses at height, the Park is not adapted for persons with severe mobility or sensory impairments.
- The Park is not suitable for very young children; however, they may use the dedicated low children's course (the Yellow Course), located separately, free of charge.
- Older persons take part in the activities based on their own assessment of their health condition and physical capabilities.

6.11. Environmental protection

- Because the Park is located in a natural forest environment, Participants are required to strictly observe the rules for reducing human impact and preserving nature and forest order (no littering, damaging undergrowth, or frightening or disturbing wildlife). Participants must dispose of all waste exclusively in the designated bins.
- Open fires are strictly prohibited throughout the entire Park area, except at the fire pits specifically designated for that purpose within the picnic area, and excessive noise (e.g., the use of portable speakers or shouting unrelated to the nature of the activities) is likewise prohibited.

6.12. Awareness of risks and liability

- Despite all safety measures, certified equipment, and supervision by trained Instructors, the activities in the Park involve certain unavoidable risks that may result in material damage or bodily injury.
- In accordance with these General Terms, signing the Declaration of Liability is a mandatory condition for Active Participation in the Park. Without a signed Declaration of Liability, Active Participation is not possible, regardless of any ticket purchased beforehand.
- By signing the Declaration of Liability, the Active Participant confirms that they knowingly assume all risks associated with the activities and accept full responsibility for their own conduct, for complying with all safety instructions, for observing the warning signs, and for the correct use of the Protective Equipment.

6.13. Insurance

- The Operator does not provide Active Participants with any accident or health insurance for the duration of the activities in the Park, and recommends that Participants arrange appropriate insurance on their own prior to the visit.
- The Operator holds general liability insurance covering damage caused to third parties.

6.14. Factors that may disrupt, change, or cancel the activities

- Because the activities take place outdoors in a natural environment, they may be subject to unpredictable factors (e.g., extreme weather conditions, heat waves, force majeure, or urgent technical maintenance work) that may cause disruptions in operation, partial changes to Courses, or complete cancellation of the activities.
- All of these factors, as well as the rules regarding alternative time slots, credit notes, or (proportional) refunds, are precisely defined in these General Terms.

6.15. Safety training and test location

- Active participation in the Park is conditional on successfully completing the Safety Training.
- The training is led by qualified Instructors and takes place at a dedicated practice area within the Park.
- During the practical test, the Participant must successfully demonstrate the correct use of the prescribed Protective Equipment and mastery of the techniques for safe movement on the Course or Element. If a Participant does not pass the test successfully or shows signs of panic fear, the Instructor will, for safety reasons, refuse to allow Active Participation.

6.16. Personal equipment and clothing of the participant

- For the safe conduct of the activities, every Active Participant must wear suitable footwear and clothing, ensure that long hair is tied back, and remove all dangling jewelry, watches, and other items before the start of Active Participation that could become caught or damage the equipment, in accordance with these General Terms.

6.17. Health requirements, psychophysical fitness, and required information

- Active use of the park is not suitable for persons for whom physical exertion, height, or psychological strain could pose an increased risk to health or safety.
- All health and physical fitness requirements, as well as the precise list of personal data that the Active Participant must provide before starting the activities, are set out in detail later in these General Terms.

6.18. Complaint resolution

- All conditions, deadlines, and procedures applicable in the event of cancellation or interruption of activities by the Operator, cancellation of a time slot by the Purchaser, and the complete procedure and deadlines for filing complaints due to deficiencies in the service are set out in detail in these General Terms.

7. Article (Cancellation, withdrawal from the contract, and complaints)

7.1. Cancellation or interruption for safety reasons

The Park operates outdoors and is subject to varying weather conditions; the Operator therefore reserves the right, for safety reasons (e.g., strong wind, heavy rain, lightning, extremely high temperatures) that do not allow safe use of the facilities, to cancel an activity before it begins or to interrupt it. In such a case, the Purchaser will be offered an alternative time slot, a credit note, or a refund of the purchase price. If the activity had already been partially carried out at the time of interruption, the Purchaser is entitled to use the unperformed portion of the service at an alternative time slot.

7.2. Cancellation or interruption due to force majeure

Force majeure means any event that cannot be foreseen, prevented, remedied, or avoided and which results in the inability to perform the contractual obligations. This includes, but is not limited to: natural disasters (floods, earthquakes, landslides, lightning strikes, extreme storms with windthrow), fires, epidemics, war, acts of terrorism, strikes that directly affect operations, and measures taken by state authorities (e.g., an order to close for safety or public health reasons).

If, due to force majeure, an activity cannot be carried out and is cancelled in advance, the Purchaser is entitled to choose between an alternative time slot, a refund of the purchase price, or a credit note in the amount of the purchase price paid.

If force majeure occurs after the activity has already begun and causes it to be interrupted, the Purchaser is entitled to a proportional refund of the purchase price or a proportional credit note, based on the unused portion of the service.

In the event of circumstances that result in a prolonged closure of the Park or an inability to provide services (e.g., extensive infrastructure damage due to windthrow, a landslide on the access road, flooding of the area), the Operator may cancel the contract. In such a case, the Purchaser is entitled to a refund of the purchase price for the unperformed service or part thereof.

A Provider relying on force majeure is obliged to notify the Purchaser of its occurrence and cessation immediately and in a reliable manner (e.g., a notice on the website, on social media, or at the entrance).

The Provider is not liable for any other direct or indirect damage or costs incurred by the Purchaser as a result of the cancellation or interruption of a service due to force majeure (e.g., transport costs, accommodation costs, etc.).

7.3. Breach of the rules

Where the Operator determines, before the start of an activity, that an Active Participant is, for objective reasons, unable to safely use the facilities (e.g., unsuitable height or weight, unsuitable equipment, or visible health restrictions), the Purchaser will be issued a credit note or refunded the purchase price, provided that the Active Participant has not yet begun the Safety Training.

However, the Purchaser is not entitled to a refund of the purchase price or a credit note if the Active Participant's participation was refused for reasons attributable to them that constitute a breach of these General Terms. In such cases, the inability to perform the service is deemed to be the sole fault of the Purchaser or the Active Participant.

7.4. Non-commencement or interruption of the activity

The Purchaser is not entitled to a refund of the purchase price in cases where the Active Participant does not begin the activity or voluntarily interrupts it on their own decision, whether due to fear, physical unreadiness, or other personal reasons.

7.5. Complaints regarding deficiencies in the service

The Operator undertakes to provide the services in the Park with the diligence of a good expert and in accordance with the safety standards and the quality normally expected for this type of activity.

For the purposes of these General Terms, a deficiency in the service provided means any non-conformity of the service with the contract, meaning that the service was performed differently than agreed or does not meet the usual professional standards. The following are, in particular, considered deficiencies in the service provided:

- Technical faults and malfunction: Faults in the Protective Equipment or Facilities that prevent their safe or normal use;
- Failure to meet professional standards: Inadequate delivery of the Safety Training or inadequate professional assistance from Instructors that deviates from the standards of safe guiding in adventure parks,
- Deficiencies in delivery: The unavailability of individual parts of the Park (e.g., closure of the Free Fall attraction or individual Courses) of which the Purchaser was not informed at the time of ticket purchase and which reduces the expected quality of the overall service.

If the service is not provided in accordance with the contract, the Purchaser may, in accordance with Article 100 of the Consumer Protection Act (hereinafter: ZVPot-1), demand:

- free remedy of the deficiency in the service provided;

- re-performance of the service;
- a partial refund of the purchase price proportionate to the deficiencies in the service provided; or
- withdrawal from the contract and a refund of the amount paid (refund of the full purchase price).

If the existence of the deficiency is not disputed, the Operator will grant the request as soon as possible, and no later than within 8 days. If the existence of the deficiency is disputed, the Operator will respond to the request in writing no later than within 8 days of its receipt.

Situations in which the service was performed in accordance with professional standards but the Active Participant is unable or unwilling to take advantage of it for subjective reasons (e.g., fear, dizziness, physical unreadiness) or due to their own breach of these General Terms are not considered deficiencies in the service provided. In such cases, the Operator is deemed to have correctly and fully performed its contractual obligation.

8. Article (Out-of-court settlement)

In accordance with the applicable statutory rules, the Provider does not recognize any out-of-court consumer dispute resolution provider as competent to resolve consumer disputes. The consumer has the option of filing a complaint with the competent authority (Market Inspectorate of the Republic of Slovenia, Dunajska cesta 160, 1000 Ljubljana, www.ti.gov.si).

Part 2: General Terms for the purchase of tickets by legal entities

9. Article (Subject matter and application)

This part of the General Terms governs the conditions for the purchase of tickets, booking of time slots, and procurement of services of the Park where the Purchaser is a legal entity, a sole trader (s.p.) acting in the course of their business, or another organization or institution (hereinafter: the **Business Customer**).

This part of the General Terms applies to all cases where:

- the Business Customer purchases tickets or services for its employees, business partners, members, or other third parties in the course of its business;
- the matter involves organized group events, such as team building events, sports days, school excursions, or promotional events, agreed under a special offer or contract;
- payment for the services is made on the basis of a pro forma invoice or an invoice issued after the service has been performed, in accordance with an agreement with the Operator.

For all matters not expressly governed by this part, the provisions of Part 1 of these General Terms apply mutatis mutandis, except for those provisions which, by their nature or by law, apply exclusively to consumers.

In the event of a discrepancy between this part of the General Terms and the provisions of a special written contract or a confirmed individual offer between the Business Customer and the Operator, the provisions of the special contract or offer shall prevail.

10. Article (Bookings and confirmation of order)

For the Business Customer, the contract is deemed concluded when the Operator receives written (email) confirmation of the offer from the Business Customer, or when the Business Customer settles the pro forma invoice within the agreed deadline.

The Business Customer must state the exact number of participants at the time of booking. The Business Customer may change the final number of participants, which forms the basis for billing the service, free of charge no later than 24 hours before the agreed time slot, unless otherwise specified in a special offer.

11. Article (Payment terms)

Payment is made on the basis of the issued pro forma invoice or invoice, within the payment deadline stated on the invoice (as a rule, 15 days from the date the service was performed), unless the parties agree otherwise.

In the event of late payment, the Operator reserves the right to charge statutory default interest applicable to commercial transactions, from the date of default until payment.

12. Article (Cancellation of the service by the Business Customer)

The Business Customer has the right to cancel a booked time slot under the following conditions:

- Cancellation more than 20 days before the time slot: no cancellation charge.
- Cancellation 3 to 20 days before the time slot: the Operator will charge 30% of the value of the booked service.
- Cancellation less than 3 days before the time slot: the Operator will charge 50% of the value of the booked service.

- Cancellation less than 24 hours before the time slot, or non-attendance without prior notice: the Operator will charge 100% of the value of the booked service.

13. Article (Business Customer's liability for its participants)

A Business Customer that organizes a group visit (e.g., a company for its employees, a school for its pupils, or a club/association for its members) is required, before entering the Park, to provide a list of all of its participants.

The Business Customer must inform all of its participants in advance so that they become familiar with these General Terms, in particular Part 4: General Terms for visiting the Park.

The Business Customer must ensure that each individual participant completes and personally signs the Declaration of Liability under Article 25 of these General Terms before arriving at the Park.

Where the Business Customer's participants are minors, or persons with student status (regardless of whether they are minors or of legal age), within organized school, sports, or other youth groups (e.g., primary and secondary schools, youth sports clubs, associations), the Business Customer warrants that:

- it holds, for each of its participants, a Declaration of Liability under Article 25 of these General Terms, signed by the participant's legal representative,
- it has appropriately informed its participants of the rules set out in Part 4 of these General Terms (General Terms for visiting the Park),
- its participants will be under the appropriate supervision of Accompanying Teachers or Group Leaders designated by the Business Customer.

In the case described in the preceding paragraph, the provisions on individual supervision by a Companion (as defined in the article on Supervision of Active Participants under 15 years of age) do not apply directly; instead, the Business Customer must ensure an appropriate ratio between Accompanying Teachers or Group Leaders and participants, in accordance with the Operator's instructions. In addition, the provisions on the signing of an individual Declaration of Liability by the legal representative for each individual Participant under 15 years of age do not apply; instead, it is sufficient for a group Declaration of Liability to be signed by the Business Customer's authorized representative on behalf of all participants in the organized visit.

The Business Customer must attach the Declarations of Liability to the list of all participants referred to in the first paragraph of this Article.

14. Article (Complaints and limitation of liability)

The Business Customer must raise any deficiencies or complaints regarding the service performed immediately on site with an Authorized Person of the Operator, and in writing no later than within five (5) working days after the service was performed. The Operator is not obliged to consider complaints submitted after this deadline.

The Operator's total liability for damages to the Business Customer for any property damage caused is limited to the amount paid by the Business Customer for the service, unless the damage was caused intentionally or through gross negligence.

Part 3: General Terms for the purchase of gift vouchers

15. Article (Subject matter and method of purchase)

This part of the General Terms governs the conditions for the purchase, issuance, validity, and redemption of the Park's gift vouchers (hereinafter: gift vouchers).

Gift vouchers may be purchased exclusively in person at the Park's ticket desk during the Park's operating hours.

The gift voucher is issued in physical form immediately upon payment.

16. Article (Payment and value of vouchers)

Gift vouchers may be paid for in cash or by payment card accepted by the Operator.

A gift voucher is issued for a chosen amount (a value voucher), with a minimum amount of EUR 10 and a maximum amount of EUR 50 per voucher. There is no limit on the number of gift vouchers an individual purchaser may buy.

An invoice is issued to the purchaser upon purchase of a gift voucher. The gift voucher itself is not a tax invoice and does not serve as proof of payment, but rather as evidence of entitlement to use the service.

17. Article (Elements of the gift voucher and validity)

A gift voucher is valid only within the scope of the information expressly stated on it and clearly legible, and must include the following elements:

- the voucher number (identification code),
- the name and value of the voucher,
- the date of issue of the voucher,
- the deadline by which the voucher is valid and redeemable,
- a recognizable graphic representation (the Operator's logo and visual identity).

A gift voucher is valid for 12 months from the date of issue, unless a different (longer or shorter) validity period is expressly stated on the voucher itself (e.g., in the case of special promotional offers).

Upon expiry of the validity period, the gift voucher automatically expires. After expiry, the holder of the voucher no longer has the right to demand use of the service, an extension of validity, or any compensation.

18. Article (Redemption of the gift voucher)

The holder of a gift voucher must present the voucher to be redeemed at the Park's ticket desk in physical form. Without presentation of the physical voucher, or if it is damaged to such an extent that not all elements of the gift voucher are legible, redemption of the voucher is not possible.

A gift voucher is used as credit toward the purchase of tickets at the Park's price list in effect on the day the voucher is redeemed. If the value of the purchase exceeds the value of the gift voucher, the holder of the voucher must pay the difference at the ticket desk. If the value of the purchase is lower than the value of the gift voucher, the difference is not refunded. The remaining amount is recorded on the voucher (or a new voucher is issued for the remaining value) and may be used on subsequent visits within the same validity period of the voucher.

A gift voucher may be used to purchase any tickets listed in the price list in effect at the time the voucher is redeemed, including tickets subject to any current promotions or discounts, unless expressly stated otherwise for a specific promotion. A gift voucher may not be used to purchase another gift voucher or vouchers.

19. Article (Transferability of the gift voucher)

Gift vouchers are transferable (issued as bearer vouchers), meaning they may be used by any person who presents the voucher at the ticket desk.

20. Article (Restrictions and refunds)

A gift voucher cannot be exchanged for cash, nor can a refund (of the purchase price) be requested for it.

Because the purchase is made in person at the Park's ticket desk, the purchaser of the voucher does not have the right to withdraw from the contract within 14 days, as applies to distance purchases (online purchases). A purchase made at the ticket desk is final.

The Operator is not liable for the loss, theft, destruction, or unauthorized use of a gift voucher by third parties. Lost or destroyed vouchers cannot be replaced.

21. Article (Liability for material defects)

The purchaser of a voucher is entitled to assert the seller's liability for material defects within the time limits and in accordance with the provisions of the applicable Consumer Protection Act.

Part 4: General Terms for visiting the Park

3.1. General provisions

22. Article (Definitions)

The Park has the same meaning as defined in Article 2 of these General Terms.

The Park consists of

- the following units, which are included in the basic Park ticket:
 - **the Climbing Park**, which includes several climbing Courses of varying difficulty levels, installed on natural trees or wooden posts, where Users move across various elements, such as suspended bridges, nets, swings, and climbing walls, with the aid of Protective Equipment;
 - **Zipline elements**, which are integrated into the climbing Courses and consist of cable descents using special pulleys and Protective Equipment;
- the following fully independent and separate unit (product) within the Park, which is not included in the basic Park ticket,
 - **Free Fall**, which consists of a jump from an elevated Platform, during which the Active Participant is connected to a specialized automatic belay mechanism (TruBlue QuickFlight XL) that ensures a controlled and safe descent to the ground. The connection and release of the system is performed exclusively by the Instructor.

Participant is any natural person who

- enters the area or premises of the Park,
- purchases, obtains, or uses a ticket, coupon, or any other authorization to enter or take part in the Park,
- actively takes part in any activity, attraction, or experience offered by the Operator within the Park,
- is present in the area or premises of the Park as a companion, spectator, or guest, regardless of whether they actively take part in the activities.

Unless expressly stated otherwise in these General Terms, the term “Participant” is used as a collective term that includes both Participants and Participants under 15 years of age. All provisions relating to general rules of conduct, compliance with staff instructions, protection of property, restrictions on movement within the Park, and other provisions which by their nature apply to all Participants regardless of age, apply fully and without limitation to both Participants and Participants under 15 years of age.

Participant under 15 years of age means a Participant under the age of 15.

Active Participant is a natural person aged 15 or older who:

- actively takes part in any climbing or height-related activity offered by the Operator,
- uses Protective Equipment and moves on the Facilities,
- has successfully completed the mandatory Safety Training.

Unless expressly stated otherwise in these General Terms, the term “Active Participant” is used as a collective term that includes both Active Participants and Active Participants under 15 years of age. All provisions relating to duties, prohibitions, liability, safety instructions, and other provisions which by their nature apply to all Active Participants regardless of age, apply fully and without limitation to Active Participants under 15 years of age as well.

Active Participant under 15 years of age means an Active Participant who is under the age of 15.

Companion is a Participant who is an adult (the legal representative or another authorized person) who exercises supervision of a Participant under 15 years of age and an Active Participant under 15 years of age for the entire duration of their presence in the Park, under the conditions set out in these General Terms. Where the Companion actively uses the park in the course of providing direct supervision, they are also considered an Active Participant.

Accompanying Teacher or Group Leader: An adult (a teacher, coach, or other person authorized by a school, club, or association) who, in the context of organized visits (e.g., a sports day, a club outing), accompanies an organized group of persons (e.g., pupils, students, members of youth clubs/associations). Unlike a Companion, an Accompanying Teacher or Group Leader exercises general and pedagogical oversight of the group from the ground and is not required to actively climb or exercise direct physical supervision on the course itself.

Course: a self-contained set of adrenaline or sporting experiences (e.g., the Yellow Course, the Zipline Area) that follows a defined sequence and includes several Elements and/or Platforms.

Element is an individual physical unit, structure, or obstacle within a Course (e.g., an individual suspended bridge, a zipline cable, a climbing wall).

Platform: A starting, intermediate, or final platform (a wooden or natural surface) located at height or on the ground, which enables Active Participants to safely stop and/or transition between different Courses or Elements, or which serves as a safe standing area or a place to prepare for the next Element.

Facility: A collective term for all technical structures, installations, equipment, and structures in the Park (including the Course, Elements, Platforms, and Belay Systems) intended for carrying out the activities.

Active use of the park is active participation in any climbing or height-related activity offered by the Operator that requires the use of Protective Equipment and involves movement on the Courses, Elements, or Platforms.

Protective Equipment is a collective term for all personal protective equipment used by the Active Participant to prevent injury and ensure the safe conduct of activities in the Park.

Belay System comprises the technical assembly of elements (carabiners, loops, pulleys, cables) that continuously connects the Active Participant to the belay infrastructure during the activity and prevents a fall to the ground.

Safety Training is the mandatory theoretical and practical program preceding Active use of the park, which provides every Active Participant with the knowledge needed to correctly use the Protective Equipment and understand the safety protocols.

Safety reach: is the minimum height that an Active Participant must reach with both palms, arms extended above the head (standing on the ground, without footwear), in order to safely and independently operate the Protective Equipment on a given Course, Element, or Platform. Safety reach is determined by the equipment manufacturer or the Operator and constitutes an objective condition for entry to individual parts of the Park, irrespective of the Active Participant's actual height.

Authorized Person of the Operator: any person authorized by the Operator to carry out tasks in the Park. In addition to Instructors, this includes in particular reception/ticket desk staff, park managers, maintenance staff, security personnel, or other persons who, on behalf of the Operator, ensure the safe and smooth operation of the Park, sell tickets, implement and monitor compliance with these General Terms, and provide information and instructions to Participants.

Instructor is an authorized and trained person of the Operator who conducts Safety Training, monitors Participants' compliance with these General Terms, and, within the scope of their authority and

training, helps ensure safety, provides information, and carries out or assists with rescue operations and the provision of first aid.

Declaration of Liability: a written document confirming awareness of the rules and risks.

23. Article (Acceptance of the terms)

By purchasing or otherwise obtaining a ticket, signing the Declaration of Liability, or entering the Park, the Participant agrees to these General Terms. On behalf of Participants under 15 years of age, agreement to these terms is given by their legal representatives.

24. Article (Declaration of Liability and assumption of risk)

Before beginning Active use of the Park, all Active Participants must complete and sign a separate document: the Declaration of Liability Waiver and Assumption of Risk (the “Declaration of Liability”), which forms an integral part of these General Terms (Annex 1). The Declaration of Liability is as a rule signed electronically. To sign electronically, the signatory must provide their email address. After signing, the signatory will receive a copy of the signed Declaration of Liability at the email address provided for this purpose. Only in exceptional cases may the Declaration of Liability be completed and signed in physical form, in which case the signatory will receive a copy of the signed Declaration of Liability in physical form.

For an Active Participant under 15 years of age, the Declaration of Liability is signed by their legal representative.

Exceptionally, the Declaration of Liability for an Active Participant under 15 years of age may be signed by the Companion, provided that, by signing, they warrant that they hold express authorization from the legal representative to do so. By signing, the Companion assumes the duty of diligent supervision of the Active Participant under 15 years of age for the entire duration of their presence in the Park. The Operator is not obliged to verify the authenticity of the authorization between the Companion and the legal representative of the Active Participant under 15 years of age. Responsibility for any misrepresentation of authorization or unauthorized signature rests entirely with the Companion who signed the Declaration of Liability.

25. Article (General health and physical fitness requirements)

Active use of all parts of the Park requires an appropriate level of psychophysical ability, which varies depending on the part of the Park and the difficulty of the Course or Elements.

Active use of the park is not suitable for persons for whom physical exertion, height, or psychological strain could pose an increased risk to health or safety. This applies in particular to persons with certain health conditions or restrictions, such as: cardiovascular disease, spinal or neck conditions, conditions involving possible loss of consciousness (e.g., epilepsy), severe respiratory conditions (e.g., asthma), pregnancy from the 4th month onward, persons who have undergone surgery less than 10 weeks before the visit (without written medical clearance), or other health restrictions. If the Active Participant has certain health conditions (such as allergies) or chronic illness (e.g., diabetes, high blood pressure), the Active Participant must themselves take preventive measures, such as ensuring that they have properly managed, stable regular therapy and that they bring with them any medication/inhalers and other aids that they need.

Persons with mobility impairments (e.g., limited mobility of limbs, prosthetics) or psychological disorders should consult the instructor beforehand. The instructor will advise on the specific risks, the nature of the elements, and the difficulty of the courses.

Every Active Participant is required to independently and responsibly assess their own ability to participate safely. For an Active Participant under 15 years of age, this assessment is made by their legal representative.

Entry to the Park and Active use of the park are strictly prohibited for persons under the influence of alcohol, drugs, or other substances (including medication) that could affect their judgment or physical abilities.

The Operator reserves the right, for safety reasons, to refuse entry to or interrupt Active use by an Active Participant whom it assesses as not being in a suitable psychophysical condition for safe use of the Park.

26. Article (Prohibitions)

Smoking, as well as the use of e-cigarettes and all other tobacco products, is strictly prohibited throughout the entire Park area (including the practice areas, paths, and platforms). Smoking is permitted exclusively in a specially designated area, where ashtrays are also provided. An Authorized Person of the operator may immediately remove violators from the Park without a refund of the admission fee.

The use of open flames, pyrotechnic devices, or the disposal of any burning objects is strictly prohibited in the Park. The use of open flames is exceptionally permitted at the fire pits specifically designated for that purpose within the picnic area.

Bringing glass containers or other sharp or dangerous objects into the Park is strictly prohibited due to the danger of breakage and the risk of serious injury.

For safety reasons, due to the nature of the adrenaline activities, and in order to prevent endangering visitors, animals are not permitted to enter or remain within the Park area. Assistance dogs (guide dogs, service dogs for persons with disabilities, etc.) are exceptionally permitted entry, provided that the companion presents official documentation of the dog's training upon entry and that the dog remains on a leash and under full control at all times. For safety reasons, assistance dogs and their companions are not permitted to enter the adrenaline courses/facilities at height.

Use of the Park outside operating hours is strictly prohibited.

27. Article (Movement within the Park)

All Participants must at all times move exclusively along the maintained and marked paths.

To prevent accidents and injuries, it is strictly prohibited to move outside the marked paths, take shortcuts through the forest, or stand or walk directly beneath climbing elements at height or beneath cables.

The Participant is aware that, outside the marked paths, there is a direct risk of collision with Active Participants (e.g., at zipline landing and exit areas) as well as a risk of injury from objects falling from height. The Operator is not liable for any injury or damage arising as a result of a breach of this Article or voluntary movement outside the marked paths.

28. Article (Safety Training)

Every Active Participant must take part in Safety Training, consisting of a theoretical and/or practical component, before beginning use of any part of the Park.

The training is generally conducted in Slovenian. At the Instructor's discretion, the training may also be conducted in English or another foreign language understood by the Active Participants. If an Active

Participant has any communication limitations (e.g., hearing, vision, or speech impairment, or difficulty understanding the language), they must inform an Authorized Person of the Operator of this in advance. In such cases, the Instructor will adapt the communication to ensure full understanding of the safety protocols before entry to the Courses.

In the case of Active Participants under 15 years of age, both the Active Participant under 15 years of age and their Companion must take part in the training. The Companion must ensure that the Active Participant under 15 years of age has understood the instructions and is responsible for supervising compliance with these instructions for the entire duration of the activity. As part of this training, the Companion is specifically trained and informed about:

- the correct method of clipping in and using the Belay System, with particular emphasis on supervising the transfer of carabiners/systems carried out independently by the Active Participant under 15 years of age,
- appropriate methods of continuous observation and visual supervision of the Active Participant under 15 years of age while they move along the Courses.

In the event of any discrepancy or conflicting interpretation of instructions between the Companion and the Instructor, the Instructor's instructions take absolute precedence. The Operator, based on its risk assessment, determines whether the Companion must accompany the Active Participant under 15 years of age directly at height or supervise them from the ground, which the Active Participant under 15 years of age and the Companion are required to comply with without exception.

If an Active Participant, or an Active Participant under 15 years of age and their Companion, does not take part in the Safety Training or does not participate in it, or if the Instructor assesses that these persons have not understood the instructions (due to a language barrier or other reasons) or are not proficient in using the Protective Equipment, or do not demonstrate the ability to participate safely despite the instructions, the Operator may prohibit such persons from Active use of the park. In such a case, the Operator is not obliged to refund the purchase price for the unused ticket.

The Instructor documents the delivery of the safety training and the outcome of the practical test. For each Active Participant, the date and time of the training and the outcome ("passed" / "did not pass") are recorded in the training log. If an Active Participant does not pass the test, the specific reason (e.g., inability to handle the Protective Equipment, failure to follow instructions, a communication barrier, fear, etc.) must also be entered in the record. This record forms the basis on which the instructor allows or refuses Active Participation.

29. Article (Protective Equipment)

The use of the prescribed Protective Equipment is mandatory for all Active Participants in the Park. The Protective Equipment must be correctly fitted and used for the entire duration of the activity, in accordance with the Instructor's instructions.

Only the Operator's Protective Equipment, provided by the Operator, may be used. The use of one's own Protective Equipment is prohibited.

Before beginning Active use of any Course, Element, or Platform, the correct fitting of the Protective Equipment on the Active Participant's body must be checked directly by the Instructor. Entry to the Courses, Elements, and Platforms without a prior check by the instructor and express permission is strictly prohibited. Any unauthorized alteration, adjustment (other than that approved by the Instructor), or repair of the equipment is strictly prohibited.

If, during the activity, the Active Participant needs to adjust, repair, or temporarily remove the Protective Equipment, the Instructor must re-check and approve the correct fitting of the Protective

Equipment before the activity may resume. Without the Instructor's approval, the Active Participant may not continue with Active use.

The Active Participant must treat the Operator's equipment with due care. The Protective Equipment must not be set down on the ground, exposed to dirt or heat, or deliberately damaged.

If the Active Participant notices any irregularity, wear, or damage to the Protective Equipment during use, they must immediately inform the Instructor. If the Protective Equipment sustains a strong impact (e.g., a fall or an impact of the helmet against a hard surface), this must be reported to the Instructor, even if no damage is visible. After completing Active use, the Active Participant must return all Protective Equipment to the Instructor or another Authorized Person, in the same condition in which it was received. The Authorized Person performs a visual inspection of the Protective Equipment upon its return. In the event of deliberate damage to or loss of the Protective Equipment due to negligent or intentional conduct, the Active Participant, or the legal representative of an Active Participant under 15 years of age, must compensate the Operator for the resulting damage in the amount of the replacement value of the new equipment, or in the amount of the actual repair costs if repair is possible.

30. Article (Supervision, identifiability, and availability of instructors and other staff)

All Authorized Persons of the Operator are clearly identifiable by uniform shirts or jackets marked "INSTRUCTOR" / "STAFF," which allows Participants to immediately identify staff if they need help or instructions.

The Active Participant is aware and expressly agrees that the Instructor is not continuously physically present with every individual Active Participant and does not exercise direct individual supervision over all Active Participants on all parts of the Park, Courses, Elements, Platforms, or for the entire duration of the activity. Active use of the Park is based on the Active Participant acting independently and responsibly in accordance with the instructions received during the Safety Training.

Instructors can be reached by an Active Participant calling out (e.g., shouting, raising a hand, or another prescribed method) at all times during the Park's operation. The Operator undertakes that an Instructor will respond to the call and, if necessary, come to assist as quickly as possible, taking into account the order of urgency and the safety protocols.

The Active Participant undertakes to move on the Courses and Elements and to carry out the activity exclusively in a manner that ensures they remain within the Instructor's direct field of view at all times. Voluntarily remaining, climbing, or carrying out any maneuvers on hidden, obstructed parts of Courses or Elements, or on parts that are outside the Instructor's field of view, is strictly prohibited.

Authorized Persons of the Operator who work at the reception or ticket desk, and other Park support staff, are primarily responsible for selling and checking tickets, issuing and collecting Protective Equipment, collecting and verifying Declarations of Liability, receiving reports of incidents/injuries, and coordinating emergency medical assistance.

31. Article (Rules of conduct in the Park and instructions)

Any aggressive behavior, including physical or verbal harassment or insulting of Authorized Persons of the Operator and other Participants, is prohibited.

During Active use of the Park, it is prohibited to

- exceed the safety limits on the maximum permitted number of persons on individual Platforms, Courses, and Elements, which are clearly indicated on warning signs at the location.
- use mobile phones, cameras, or other devices and objects such as water bottles, keys, or other items, unless they are securely and fixedly attached to the body or equipment in such a way

that they cannot fall on other Participants, do not obstruct movement or the operation of the Protective Equipment, and do not pose a danger to the Active Participant in the event of a fall;

- smoke (including e-cigarettes), or consume alcohol, drugs, or any medication that could affect the Active Participant's judgment, balance, or physical abilities.

Participants must immediately and without objection comply with all verbal and written instructions (e.g., warning signs and other instructions for visitors) and safety instructions provided by the Instructor or another Authorized Person of the Operator. Such instructions are final.

32. Article (Restrictions on age, height, weight)

To ensure safety and the correct functioning of the Protective Equipment, mandatory restrictions on the age, Safety reach, height, and weight of Active Participants are set for individual activities in the Park. These restrictions are determined based on the technical specifications of the facilities, the equipment's safety certifications, and the difficulty of the individual Courses, Elements, and Platforms.

33. Article (Appropriate clothing and footwear)

Active Participants must wear comfortable, sports clothing that allows unrestricted movement and is suitable for the activity in which they are actively taking part.

Closed sports shoes with a non-slip sole are mandatory. The use of unsuitable footwear, such as sandals, flip-flops, open-toed shoes, high heels, or footwear with a completely smooth sole, is not permitted during Active use. In the event of unsuitable footwear, the Instructor has the right to refuse the Active Participant entry to the Platform, Course, and Element.

To prevent the risk of becoming caught or entangled in the Belay Systems, cables, or other elements of the Park, the following rules apply:

- Long hair must be securely tied back so that it does not obstruct the field of vision and cannot become entangled in the equipment.
- Jewelry such as hanging earrings, necklaces, bracelets, and other loose jewelry must be removed before the activity begins.
- Loose clothing or wide parts of clothing must be securely fastened or tucked away.

34. Article (Responsible conduct in accordance with psychophysical abilities, and conduct in the event of difficulties and rescue)

The Active Participant must, for the entire duration of Active use, act carefully and responsibly toward both themselves and other Participants, and in accordance with their psychophysical abilities.

The Active Participant must immediately stop the activity if they become aware that they have become afraid, or if panic, uncertainty about being able to safely carry out the activity, uncertainty about the use of the Belay System, or any technical or physical difficulties arise.

If the Active Participant becomes stuck on a Course, Element, or Platform, or in the cases referred to in the preceding point, they must call the Instructor and follow their instructions. The Active Participant must not attempt to rescue themselves, unless the Instructor expressly instructs otherwise.

If an Active Participant notices that another Active Participant is in distress, needs help, is stuck on a cable, or has been injured, they must immediately inform the nearest Instructor. They must remain at a safe distance and must not voluntarily physically intervene in the rescue of another Active Participant, unless expressly requested to do so by Park staff.

It is the exclusive duty of the Active Participant, in the event of difficulties or an observed exceptional event (accident), to immediately call the Instructor and wait for their instructions. The Active Participant must fully and without objection follow all of the Instructor's instructions in the event of a rescue, evacuation, or the provision of first aid.

Voluntarily continuing the activity despite the onset of fear, uncertainty, or technical difficulties constitutes a failure by the Active Participant to exercise due care.

35. Article (Supervision of Active Participants under 15 years of age)

For an Active Participant under 15 years of age, tiered supervision by a Companion applies, determined based on age and the difficulty of the Course in accordance with the Operator's risk assessment:

- Active Participant up to 8 years of age (or up to 10 years of age on the Blue, Red, and Black Courses): the Companion must physically climb together with the Active Participant on the same Course (direct physical supervision, level 1);
- (b) Active Participant aged 8 to 15 (or 10 to 15 on the Blue, Red, and Black Courses): the Companion must maintain direct visual contact with the Active Participant and be reachable by calling (visual supervision, level 2).

One Companion may supervise up to three (3) Active Participants under 15 years of age at the same time, provided they are able to provide the required level of supervision for each of them. The Operator has the right to require an additional Companion where it assesses that one Companion cannot provide an adequate level of supervision for all of the Active Participants under 15 years of age entrusted to them.

36. Article (Right to refuse entry and to remove)

The Operator reserves the right to refuse entry to, or remove from the Park, a Participant if:

- the Participant fails to comply with these General Terms, or with the safety or other instructions of Instructors or Authorized Persons of the Operator,
- the Participant is visibly under the influence of alcohol or other prohibited substances,
- the Active Participant does not complete the Safety Training or does not demonstrate an understanding of it,
- the Participant behaves aggressively,
- the Active Participant smokes, or consumes alcohol, drugs, or any medication that visibly affects their judgment or physical abilities, during Active Participation,
- the Active Participant takes part in an activity for which they do not meet, or which they exceed, the applicable restrictions,
- the Active Participant is inappropriately dressed or shod,
- the Companion fails to supervise a Participant under 15 years of age or an Active Participant under 15 years of age.
- the Participant causes damage to the Operator's property.

In the cases listed above, the Operator is not obliged to refund the purchase price for the unused ticket.

37. Article (Damage caused by the Participant)

The Participant is liable for any damage caused to the Operator's equipment or property through negligent or intentional conduct.

The Operator reserves the right to charge the Participant for the cost of repairing or replacing such damaged property.

The Participant is also liable for bodily injury and damage to the property of other Participants and third parties caused through negligent or intentional conduct.

38. Article (Operator's warranties)

The Operator warrants and undertakes that:

- it holds, and the Park operates in accordance with, the following standards:
 - SIST EN 15567-1 (Rope adventure parks – Part 1: Construction and safety requirements),
 - SIST EN 15567-2 (Rope adventure parks – Part 2: Operating requirements),
 - SIST ISO 21103 (Adventure tourism – Information for participants);
- all Protective Equipment made available to Users is, in accordance with these general rules, certified, regularly inspected, and technically sound;
- during the Park's operating hours, it ensures the presence of an adequate number of qualified Instructors in accordance with the requirements of standard SIST EN 15567-2;
- it will provide Safety Training to all Active Participants before the start of active participation, under the conditions set out in these General Terms.

Limitation of warranties:

- The Operator does not warrant uninterrupted operation of the Park in the event of weather conditions that could endanger the safety of Participants. In such a case, the Purchaser has only the rights set out in point 7.1 of Article 7 of these General Terms, and the Operator is not liable for reimbursing the Purchaser's travel or other related costs.
- The Operator does not warrant that every Active Participant will be able to successfully, or without fear, complete the chosen Courses. The decision regarding the level of difficulty and completion of an individual Element or Course rests exclusively with the Active Participant (or their Companion or Accompanying Teacher or Group Leader).
- Warranty for personal belongings
 - The Operator assumes no liability whatsoever for the loss, theft, or damage of personal belongings, such as clothing, jewelry, or electronic devices, that Participants bring into the Park area and leave unattended on benches, on the ground, near Courses or Elements, or in other places not intended for storage.
 - Where personal belongings are stored in lockable lockers provided for that purpose, the Operator's liability for the loss, destruction, or damage of items stored in those lockers is limited in accordance with the provisions of Article 741 of the Code of Obligations (OZ). The Operator is liable for damage only up to the statutory limit (amount), unless it is proven that the damage was caused through the Operator's fault (intent or gross negligence). The Operator expressly recommends that Participants not leave valuable items (e.g., large amounts of cash, expensive jewelry, electronics) in the lockers.
 - Given the type of services provided by the Operator and the location where the activities take place (an outdoor adventure park with no overnight accommodation), specific valuable items such as large amounts of cash, expensive jewelry, travel luggage, laptops/tablets, and vehicles used by visitors to travel to the Park (e.g., bicycles, e-scooters) do not fall within the legal standard of "items that guests bring with them" for this purpose. Because these items cannot be subsumed under the aforementioned legal standard, the Operator is not obliged to enter into a deposit agreement for them. Even where an item could be subsumed under the legal standard of "items that guests bring with them" for this purpose, the Operator does not have suitable facilities (a dedicated locked storage area and/or safe) for the secure storage of valuable items, and therefore, in accordance with the first paragraph of Article 742 of the OZ, expressly declines to accept any valuable items for safekeeping. In addition,

the Operator expressly declines to accept items whose safekeeping, due to their specific or particular nature, exceeds its storage capabilities. Such items include, in particular, medication, medical devices, and other items requiring special storage conditions (e.g., controlled temperature), constant sterility, or immediate accessibility. The Operator does not have suitable facilities, equipment, or conditions for storing such sensitive items

39. Article: Limitation and exclusion of liability

The Active Participant is aware that the activities in the Park (climbing at height, zipline descents) take place in a natural environment and inherently involve certain unavoidable risks that cannot be completely eliminated despite all safety measures and technically sound equipment.

To the fullest extent permitted by applicable law, the Active Participant waives the right to assert claims, damages, lawsuits, and other claims against the Operator, its representatives, and employees for any bodily injury, damage, loss of property, or death arising from the Active Participant's participation and resulting from the normal, expected risk of activities in the Park.

Under no circumstances is the Operator liable for any injury, accident, or material or non-material damage arising directly or indirectly as a result of:

- failure to comply with these General Terms,
- failure to comply with verbal or written instructions from Authorized Persons of the Operator or with warning signs,
- voluntary conduct, misuse, or improper use of the Facilities,
- any negligent, reckless, or intentional conduct by the Participant, or overestimating their own psychophysical abilities.

The provisions of this Article on waiver and exclusion of liability do not exclude the Operator's liability for damage caused by gross negligence or intent, or for damage resulting from a breach of the Operator's contractual obligations.

3.2. Special conditions for use of the Climbing Park and Zipline Area

40. Article (Protective Equipment)

Active Participants in the Climbing Park and on the Zipline Area may not use their own Protective Equipment. All prescribed Protective Equipment is provided by the Operator.

Active Participants receive the Protective Equipment after paying for their ticket and before the start of the Safety Training. The Active Participant may put on and fit the Protective Equipment only under the supervision of, and in accordance with the instructions of, the Instructor. Voluntary repair or tightening of harnesses after inspection by the Instructor is prohibited.

The Active Participant may not remove, set down, or hand over the Protective Equipment to a third party until Active use has been completed and the Protective Equipment has been returned to the Instructor or another Authorized Person of the Operator. If the Active Participant must remove the Protective Equipment (e.g., to use the restroom), they must report to the Instructor for a re-check of the correct fitting of the Protective Equipment before re-entering the Course, Element, or Platform.

After completing Active use, the Active Participant returns all Protective Equipment to the Instructor or another Authorized Person of the Operator.

41. Article (Safety instructions)

41.1. Climbing Park

Upon entering the first Platform, Course, or Element requiring connection to the Belay System, the Active Participant must clip in and remain clipped in until the Course is completed. Voluntarily unclipping from the Belay System on any Course, Element, or Platform is strictly prohibited and will result in immediate removal from the Park.

Unclipping is exceptionally permitted only in the following cases:

- upon the Instructor's express instruction (e.g., in the event of a rescue, evacuation, or technical assistance),
- at locations specifically designated for transitioning between different parts of the Park, where belay protection is not technically provided or possible,
- upon final completion of the activity, at the location designated for this purpose.

In the event of any doubt regarding correct attachment, a fault in the Protective Equipment, or an inability to continue climbing (e.g., due to fear or fatigue), the Active Participant must immediately stop moving, call the Instructor by shouting, raising a hand, or another agreed method, and wait on the spot for the Instructor's instructions or assistance. Self-rescue or voluntarily unclipping from the Belay System is strictly prohibited.

41.2. Zipline Area

Before beginning a descent at the starting Platform, the Active Participant must correctly clip into the Belay System and the pulley, under supervision or in accordance with the Instructor's instructions. During the descent along the Element and until safe exit at the target Platform, unclipping from the safety cable or interfering with the pulley mechanism is strictly prohibited.

During the descent, the Active Participant must maintain the prescribed body position (as demonstrated during the Safety Training) and follow the instructions regarding the timing and method of braking. Incorrect body position or failure to follow braking signals may result in an excessively fast or improper stop at the target Platform.

If, due to wind, weight, or other factors, the Active Participant stops on the cable before reaching the target Platform, they must:

- remain completely calm and not attempt to unclip,
- wait for the Instructor's instructions.

Upon arrival at the target Platform, the Active Participant must remain clipped into the main safety cable until the Instructor confirms that they have safely stepped onto the stable part of the Platform, or until they have safely connected to the Belay System of the next Element or Course.

In the event of any technical difficulty or fear during the descent, self-rescue or any attempt to leave the cable outside the designated Platforms is strictly prohibited. The Active Participant must wait for a rescue intervention by the Instructor.

42. Article (Restrictions on age, height, weight)

Courses are classified by length, height, and difficulty. The following mandatory restrictions on age and Safety reach (height with arms extended in a standing position) apply to each course:

- Yellow Course: from 3 years of age, with no Safety reach requirement (elements below 1 m, no CBS belay system). No climbing harness. Accessible even outside the park's opening hours — it is subject to the Rules of Use for the Yellow Course, not these provisions. Orange and Green Course: from 5 years of age. Safety reach: Orange 140 cm, Green 150 cm.

- Blue, Red, and Black Course: from 8 years of age. Safety reach: 160 cm.

Due to the technical specifications of the climbing harnesses, Belay Systems, and the load-bearing capacity of the cables, the following restrictions apply:

- Orange and Green Course
 - Minimum Safety reach: Orange 140 cm, Green 150 cm.
 - Maximum permitted weight of the Active Participant is 120 kg
- Blue, Red, and Black Course
 - Minimum Safety reach: 160 cm.
 - Maximum permitted weight of the Active Participant is 120 kg
- Free Fall:
 - from 8 years of age, Safety reach 150 cm.

Before entry to any Course, the Instructor checks the Active Participant's Safety reach at the practice area or using a fixed gauge. If the Active Participant does not meet the required Safety reach, they are prohibited from entering that Course, regardless of their age or prior experience.

Even if the Active Participant meets the conditions stated above, the Instructor reserves the right to prohibit them from entering a more demanding Course if, during the Safety Training or on an easier Course, the Instructor assesses that the Active Participant does not have sufficient motor coordination, strength, or psychological stability to safely complete the Course.

43. Article (Restrictions on the Courses)

To ensure the safety and stability of the Facilities, the following restrictions apply:

- only 1 (one) Active Participant may be on a given Element at a time,
- a maximum of 3 (three) Active Participants may be on a given Platform at the same time.

The next Active Participant may begin climbing or descending only once the previous Active Participant has fully left the Course or Element, or once the Instructor gives a clear signal that the path is clear.

Deliberately swinging, jumping on Elements or Platforms, or shaking cables in order to frighten other Active Participants or to test the Facilities is strictly prohibited.

3.3. Special conditions for use of Free Fall

44. Article (Ticket)

The general Park ticket does not include a ticket for Free Fall. The Active Participant must therefore present a separate valid ticket or other proof of payment for each jump before approaching the Element.

Purchase of a basic ticket is a prerequisite for purchasing a Free Fall ticket.

45. Article (Protective Equipment)

Active Participants on Free Fall may not use their own Protective Equipment. All prescribed Protective Equipment is provided by the Operator.

Active Participants receive the Protective Equipment after presenting the separate ticket and before the start of the Safety Training.

The Protective Equipment is fitted, adjusted, and technically properly tightened on the Active Participant exclusively by the Instructor before approaching the Platform. Any voluntary repair,

loosening, or tightening of harnesses and buckles by the Active Participant after the Instructor has carried out the inspection is strictly prohibited.

Upon arrival at the Free Fall Platform, the entire procedure for connecting to the Belay System is carried out by the Instructor. The Active Participant may not voluntarily unclip or in any way alter the Belay System.

During the jump, the Active Participant must not grab, pull, or hold onto the safety strap/cable above their head with their hands, nor interfere with parts of the harness, as this could alter the optimal body position or cause injury (e.g., friction/burns due to rapid movement of the strap).

The Active Participant may not remove, set down, or hand over the Protective Equipment to a third party until the jump has been completed and they have safely exited the landing area.

After completing the jump, the Active Participant returns all Protective Equipment to the Instructor or another Authorized Person of the Operator.

3.4. Special conditions for the NOD Skill Bike Park and the Yellow Course (Little Bee)

46. Article (Status and accessibility)

The NOD Skill Bike Park and the Yellow Course (Little Bee) are freely accessible to the public, without a ticket and without permanent instructor supervision. The provisions of these General Terms that govern Active use (tickets, Safety Training, Protective Equipment, Declaration of Liability) do not apply to these two units. They are subject to separate Rules of Use, published on site and on the website. By entering the NOD Skill Bike Park or the Yellow Course, every visitor confirms that they have read and accept these Rules of Use.

47. Article (Operator's liability)

The Operator ensures that the equipment of the NOD Skill Bike Park and the Yellow Course is in a safe condition and properly signposted. Because these are publicly accessible areas without individual supervision, the Operator's liability is comparable to liability for children's playgrounds under Slovenian law: the Operator is liable for hidden defects in the equipment or infrastructure, but not for damage arising from failure to comply with the Rules of Use, risky riding, or conduct contrary to the instructions. Participants in the NOD Skill Bike Park and the Yellow Course must comply with the Rules of Use published on site. The Operator is not liable for damage arising from failure to comply with these Rules.

48. Article (Participants in organized programs)

For participants in organized NOD park programs (school days, team building, animation) who visit the NOD Skill Bike Park or the Yellow Course as part of a paid program, a cycling helmet is mandatory. NOD park instructors carry out regular inspections of both units and must record their findings in the Daily Operational Report after each inspection. In the event of an accident or incident in the NOD Skill Bike Park or on the Yellow Course, instructors provide first aid and follow the protocol set out in the park's Safety Plan.

Part 6: Protection of personal data

49. Article (Protection of personal data)

The Operator collects and processes personal data in accordance with the Privacy Policy, available at www.nodpark.com and at the Park's ticket desk/reception.

The Operator carries out video surveillance within the Park area. More information on video surveillance is available at www.nodpark.com.

Part 7: Final provisions

50. Article (Dispute resolution, applicable law, jurisdiction of courts)

The contracting parties undertake to attempt to resolve any disputes amicably. Where this is not possible, the parties agree on the applicable law and court jurisdiction as set out below, depending on the status of the other contracting party.

This paragraph applies to all disputes arising from the contractual relationship between Purchasers, Participants, Participants under 15 years of age, Active Participants, Active Participants under 15 years of age, and Companions who, under the applicable law, are considered consumers:

- Consumers with permanent residence in the Republic of Slovenia
 - Applicable law: The law of the Republic of Slovenia applies exclusively to all relationships and disputes.
 - Court jurisdiction: If the consumer is the claimant, the court of general territorial jurisdiction and the court in whose territory the consumer has their permanent or temporary residence has jurisdiction. If the Operator is the claimant, the court in whose territory the consumer has their permanent or temporary residence has territorial jurisdiction.
- Consumers with permanent residence in other Member States of the European Union (EU)
 - Where the Operator directs its services to the country of the consumer's permanent residence, the consumer may bring proceedings before the courts of the Member State in which the Operator has its registered office, or before the courts of the Member State in which the consumer has permanent residence. The Operator may bring proceedings against the consumer before the courts of the state in which the consumer has permanent residence. Because the contractual service is performed exclusively outside the country in which the consumer has habitual residence, the law of the Republic of Slovenia applies exclusively to the assessment of the entire contractual relationship.
 - Where the Operator does not direct its services to the country of the consumer's permanent residence, the general rules on determining international jurisdiction apply. Because the contractual service is performed exclusively outside the country in which the consumer has habitual residence, the law of the Republic of Slovenia applies exclusively to the assessment of the entire contractual relationship.

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This paragraph applies to all disputes arising from contractual relationships between the Operator and Business Customers:

- Applicable law: The law of the Republic of Slovenia applies exclusively to the entire legal relationship, without reference to the rules of private international law and conflict-of-law rules.
- Court jurisdiction: The parties agree on the exclusive jurisdiction of the competent court in Kranj, Slovenia, for all disputes.

51. Article (Final provisions)

These General Terms enter into force and apply from 19 June 2026. As of the effective date of these General Terms, all prior general terms or oral agreements regarding use of the Park cease to apply.

The Operator reserves the right to amend or supplement these General Terms at any time. The Operator will notify the public of any changes by publishing them on its website. For each individual Participant, Purchaser, Active Participant, or Companion, the General Terms that were in effect at the time of their entry into the Park, or at the time the Purchaser purchased the ticket, shall apply.

The current, applicable version of the General Terms is always available on the website www.nodpark.com and in a visible location at the Park's ticket desk/reception.

If any provision of these General Terms becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions.

Annex 1:

**DECLARATION OF LIABILITY AND ASSUMPTION OF RISK FOR ACTIVE USE OF THE NOD ACTIVITY
PARK, ZAVRŠNICA (general declaration)**

(1)

**DECLARATION OF LIABILITY AND ASSUMPTION OF RISK FOR ACTIVE USE OF THE NOD ACTIVITY
PARK, ZAVRŠNICA (declaration for organized school, sports, or other youth groups)**

Business Customer	
Name:	
Address:	
Tax no.:	
Date and time of visit:	

Business Customer's participant	Parent or legal representative of the Business Customer's participant
First name:	First name:
Last name:	Last name:
Date of birth:	Phone no.:

(1) I declare that I have:

- fully read, understood, and agree with all provisions of the General Terms for visiting the park, available on the website www.nodpark.com and at the Park's ticket desk/reception;
- been informed of the nature of the activities, the associated risks, and the safety restrictions on participation (including restrictions on age, height, and weight);
- been expressly warned of the list of psychophysical requirements and health restrictions set out in the General Terms (e.g., cardiovascular disease, spinal conditions, pregnancy, etc.) that preclude safe use of the park;
- understood that use of the park is permitted only with strict compliance with all conditions set out in the General Terms.

(2) I declare and undertake that:

- I will / the Business Customer's participant will take part in the mandatory Safety Training, listen to it in full, pass the practical test (where required), and that I will not / they will not begin Active use of the Park without the instructor's express permission,
- I will / the Business Customer's participant will, throughout the Active use of the Park, act carefully and responsibly, toward both myself/themselves and other Participants, and in accordance with my/their current psychophysical abilities,
- I will / the Business Customer's participant will immediately stop the activity if I/they become aware that I have/they have become afraid, or if panic, uncertainty about the safe conduct of the activity, uncertainty about the correct use of the Belay System, or any technical or physical difficulties arise that could endanger my safety / the safety of the Business Customer's participant or the safety of others.

(3) I expressly acknowledge and confirm that I am aware that:

- **The activities in the Park are by their nature extremely risky, carry an increased danger to life and health, and are classified as adrenaline sports.**
- **I am voluntarily choosing to take part myself/on behalf of the Business Customer's participant, and thereby accept the typical, recognized risks arising from this adrenaline activity, including, but not limited to: falls from height, unpredictable external factors, contact with obstacles, and bodily injury, including serious injury, disability, or death.**

(4) I confirm that I am not / the Business Customer's participant is not under the influence of alcohol, drugs, or other substances that could affect their judgment.

(5) To the fullest extent permitted by applicable law, I waive the right to assert claims, damages, lawsuits, and other claims against the Operator, its representatives, and employees for any bodily injury, damage, loss of property, or death arising from the Business Customer's participant's participation and resulting from the normal, expected risk of activities in the Park. This waiver does not exclude the Operator's liability for damage caused by gross negligence or intent, or for damage resulting from a breach of the Operator's contractual obligations.

(6) I assume full material and criminal liability for my declaration.

Place and Date: _____

Signature of parent or legal representative:

Place and Date: _____
participant:

Signature of the adult Business Customer's
