



## General Terms and Conditions

The use of the mobile surf facility Citywave® and the Urbansurf Platform (together "Facility") of The Wave Factory AG ("Operator") and the participation in all events held on the Urbansurf Platform ("Platform") and the Operator's premises is voluntary. By booking a surf session and using the Operator's facility, the Participant agrees to the following General Terms and Conditions ("GTC") as amended from time to time.

### Conditions of participation

1. With the booking the participant registers bindingly to the surf session chosen by him. With the booking the participant confirms without further examination by the operator to have the necessary health and physical conditions mentioned in the document "Disclaimer", which can be downloaded online at [www.urbansurf.ch](http://www.urbansurf.ch), or must be filled out after successful registration on site on the platform.
2. By booking, the participant confirms to know and unconditionally accept the present GTC of the operator. He expressly declares that he has read and understood all the rules, regulations and conditions contained therein in full. 3.
3. The instructions of the supervisors on the platform must always be followed immediately and the rules of conduct posted on the premises must be observed.
4. In case of violation of the provisions of these terms and conditions, the rules of conduct on site or behavior that may disrupt the proper course of the event or endanger the safety of other participants, the operator is entitled at any time to exclude the person concerned from the use of the facility and expel him from the premises. Any payment made in advance will not be refunded.
5. Wearing a wetsuit is recommended. These suits will be provided upon request. Each participant is also provided with a surfboard and helmet.
6. An independent warm-up is recommended as a prophylaxis against injuries before surfing. In order to avoid injuries and accidents, the participant surfs within his performance limits. The wearing of a surfboard leash is obligatory.
7. Minors using the surfing facility are obliged to wear helmets. In case of violation, the operator is entitled at any time to exclude the person concerned from the use of the facility and to expel him/her from the premises. Any payment made in advance will not be refunded.
8. The operator assumes no liability for offers that are provided by the operator but not operated by the operator itself. In this case, the terms and conditions of the respective third party operators apply.

### Insurance and liability

9. The use of the facility and the provided sports equipment is at your own risk. Insurance (accident, liability, theft, etc.) is the sole responsibility of the participants. For underage participants, insurance is the responsibility of the legal guardian.
10. The minimum age for the use of the facility and the offered activities is not specified by the operator and is at the discretion of the parents. The operator recommends as a prerequisite that underage participants are not afraid of water, can swim well and weigh at least 30kg. In the case of underage participants, the use of the facility requires the express written consent of a legal representative or the legal representative must be present during the entire period of use of the facility. The legal representative confirms with the booking that the underage participant has the necessary health and physical conditions (see point 14 below). The legal representative is fully liable for any damage to persons, the facility and the equipment caused by the misconduct of the underage participant.



11. The operator assumes no liability for property damage, personal injury and financial loss in connection with the operation of the facility, the use of sports equipment and support by surf coaches. The use of the facility and the sports equipment provided is at your own risk. In particular, the operator is not liable for: (i) damage caused by the use of the facility and the sports equipment or other facilities; (ii) indirect damage caused by third parties (theft, damage to property, injuries caused by the use of the facility, etc.); (iii) loss of items, own equipment, clothing, money or other valuables. This exclusion of liability does not apply if the operator or its staff can be proven to have acted intentionally or with gross negligence.
12. The performance of water sports activities and the use of all sports equipment (including balance boards) is at your own risk and responsibility. Activities in the freestyle sports area inevitably involve certain risks. With his booking, the participant declares that he is aware of the risks and dangers associated with water sports. An explicit instruction and explanation of the risks by the operator is not required for this.
13. Each participant confirms with his booking that he is healthy and has the necessary physical conditions for participation. In particular, the participant confirms that he is free of heart and circulatory problems, serious orthopedic problems and diseases or other health impairments that do not allow physical activity or affect the ability to swim. The legal representative confirms with the booking that the underage participant has the necessary health and physical conditions (see point 10 above). Each participant is required to be responsible, prudent and realistic in his or her self-assessment. An explicit request is not necessary on the part of the operator.
14. If third parties have to be called in to support the participant (e.g. rescue services), the costs incurred are to be borne by the participant himself/herself or the operator has the right to collect any costs incurred from the participant.
15. The operator reserves the right to exclude a participant from the event at any time in the event of misuse of the facility, possible endangerment of third parties, or for other important reasons and to expel the person concerned from the premises. This applies in particular if a participant has given false information about personal data when registering. The participation of persons under the influence of alcohol or drugs is not allowed. If a participant is visibly under the influence of alcohol or drugs, the staff has the duty to exclude the participant from the event and expel him/her from the premises. Any payment made in advance will not be refunded.
16. The participant shall at all times comply with the Covid-19 protection measures in force. In case of disregard of the rules, the operator is authorized to exclude the participant from the event and to expel him/her from the premises. Any payment made in advance will not be refunded.

## **Registration and terms of payment**

17. The registration can be done online via the booking tool on [urbansurf.ch](http://urbansurf.ch) (only credit card payment possible). The registration is binding and can neither be cancelled nor changed. According to current capacity, free places per session can be booked spontaneously on site (customer registration required).
18. By default, a surf session lasts 30 minutes. The operator reserves the right at any time to shorten the surf session proportionally, to combine or to compensate with a voucher in case of a low occupancy of less than 4 persons. The operator is free to act situationally.
19. All prices are in Swiss francs incl. the current legal value added tax. Online bookings can only be paid by credit card (Mastercard or Visa / no American Express card). After receipt of the online booking as well as receipt of the corresponding participation amount, the participant will receive an automatic registration confirmation by e-mail from the operator.



20. Within the scope of the registration on site the participant receives the surfing material (wetsuit, helmet and surfboard) and sports equipment (e.g. balance board) only upon presentation of his valid identity card or driver's license.
21. The participant is obliged to return the rental material (balance board, wetsuit, helmet and surfboard, etc.) in a proper condition. In case of damage or loss, the cost of repair or replacement is to be paid by the participant.
22. The operator reserves the right to invoice a part of the costs in advance as a deposit for certain offers (including group events, corporate events, party events, etc.).
23. The operator reserves the right to make price and program adjustments at any time.

### **Cancellation - No-show - Change of participant**

24. If a registered participant does not show up in time for the start or declares his non-participation to the operator, there is no claim for refund of the registration fee or postponement of the surf session.
25. A change of participant for a booked surf session is possible. For this purpose, the existing registration confirmation must be presented and the conditions of participation and disclaimer must be accepted and signed by the new participant on site.

### **Event cancellation – refund**

26. The operator is not liable for weather-related or short-term cancellations of booked surf sessions, e.g. in case of hail, storm, thunderstorm or other weather conditions. The participant has no right to a refund of the registration fee or a postponement of the surf session. The decision about the execution of booked sessions is always incumbent on the operator, as well as the platform management present on site. The operator will make every effort to offer the participants equivalent substitute services or other surf sessions.
27. In case of cancellation of the event or individual surf sessions due to force majeure, official measures, unforeseeable or unavoidable circumstances, the participant has no right to a refund of the registration fee or postponement of the surf session. The operator will make every effort to offer participants equivalent substitute services or other surf sessions.

### **Image and film recording / data use**

28. To take pictures and film footage for the live broadcast on the screen as well as on the website or other communication channels after the surf session. The operator and the sponsors or partners of the facility reserve the right to use the photo, image and video material for promotional purposes (eg on Facebook, press inquiries or for internal reporting, etc.). If the publication of the own pictures is not desired, this must be expressly communicated to the photographer in advance. 30.
29. By using the facility, the free recording (no compensation will be paid) of live images and videos is implicitly agreed and the operator receives the free and temporally unrestricted rights of use of all photos and videos made on the platform. The platform is video-monitored for security purposes. 31.



30. The operator reserves the right to make the collected contact data available to the sponsors or partners for marketing purposes. The operator as well as the sponsors and partners undertake, with the exception of the above-mentioned publications, not to disclose personal data to third parties and to comply with the provisions of the Swiss Data Protection Act.

### **Registration obligation and customer data**

31. In the event of an infection with the Corona virus, the operator is authorized to view the customer data of all guests for the protection against further infections and for the tracing of infection chains and, if necessary, to pass them on to the corresponding authorities in accordance with the specifications of the BAG (Federal Office of Public Health). The customer data will be used exclusively for this purpose and will only be passed on if necessary.

### **Law and jurisdiction**

32. The present contractual relationship shall be governed by Swiss law. The place of jurisdiction is at the location of the facility.

The General Terms and Conditions as well as the disclaimer can be viewed online, downloaded and saved at any time on [www.urbansurf.ch](http://www.urbansurf.ch) or viewed directly on site on the platform.

**Operator:** The Wave Factory AG, Geroldstrasse 11c, 8005 Zurich - [www.thewavefactory.ch](http://www.thewavefactory.ch)

**Location:** Urbansurf, Geroldstrasse 11c, 8005 Zurich, [www.urbansurf.ch](http://www.urbansurf.ch)