SUP CLUB Starnberger See

SUP school www.sup-club.bayern
office: Bräuhausstr. 17B, 82327 Tutzing
owner: Eliane Droemer, Tel +49 (0)157 50280 596

General Conditions of Participation and Rentals

I hereby accept the General Conditions of Participation and Rental of the SUP Club Starnberger See as listed here: http://sup-club.bayern/preisliste/wissenswertes/mietbedingungen/

In short:

1. I hereby confirm that **I can swim** in open water for at least 5 minutes without any support. If paddling on the lake presents a physical or mental challenge, we ask you to inform us BEFORE participating.
2. In case of minors, the written consent of the legal representative is required.
3. In case of a **storm warning** (orange lights flashing around the lake) I'll immediately return to the rental station.
4. Due diligence: I will report **damaged equipment** immediately upon returning to the rental station. In case of loss and/or damage to the rented equipment the renter and, if applicable, users are jointly liable.

5. Disclaimer of liability:
5.1 The SUP Club Starnberger See shall not be liable as a training center for personal injury to the participant, except in the case of intent and negligence. The SUP Club Starnberger See is only liable for other damages to the participant in case of intent and gross negligence.
5.2 No liability is accepted by the SUP Club Starnberger See for lost or damaged valuables and wardrobes.
5.3 The participant shall indemnify the SUP Club Starnberger See from third-party claims due to accidents, if the participant has intentionally or negligently caused such accidents. In addition, the participant shall indemnify the SUP Club Starnberger See from all claims arising from the infringement of laws, regulations or other provisions relating to the use of the rented items by him or a third person.
5.4 The participant assumes liability for the rented equipment after its delivery and is liable to the SUP Club Starnberger See for material damaged in case of intentional and negligent behavior. If the participant signs for several users, he remains liable to the SUP Club Starnberger See in all aspects. In particular, he is also liable to the SUP Club Starnberger See for the other participants according to the legal regulations.
In case of loss and/or damage to the rented equipment, the renter and possibly users are jointly liable in the event of legal requirements.
6. I do not paddle into **protected areas** (bird or fish protection, etc.), which are specified during the safety instruction briefing. I always **give way** to other water sportsman (boats, ferries, sailer, etc.). The consumption of **alcohol**, tobacco and narcotics of any kind is prohibited „on board".
7. **Salvaging** of rented equipment will be charged with €70 per hour plus €2 per kilometer for the vehicle, additional to the usual transportation costs.
8. Ineffectiveness: Should one or more provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The ineffective regulation is to be replaced by an effective regulation that comes closest to the economic and legal will of the contracting parties.
9. German law shall apply. Place of jurisdiction and place of performance are Starnberg.

Group, School, Company: **Starnberg,**

Name, surname	Street	City	Signature