

# AQUAPARK REGULATIONS

## § 1. General provisions

1. The regulations of the Aquapark is to maintain safety, order and cleanliness in the Aquapark and applies to all customers staying on its territory. Opening hours are specified in the current offer of the Aquapark.
2. The entity managing the immovable property located on the street Kościuszki 1 in Świeradów-Zdrój (hereinafter referred to as: Object or Aquapark) is INTERFERIE S.A. with its registered office in Legnica (hereinafter also referred to as: INTERFERIE S.A. or the Manager).
3. Aquapark means the building and adjacent external areas managed by INTERFERIE S.A.

## § 2. Terms of payment

1. In order to benefit from services of the Aquapark, you must purchase a ticket, have a valid pass or an admission card accepted by the Aquapark, according to the current information available at the ticket office.
2. The current offer of the Aquapark along with a price list is available at the ticket office and on the website of the facility. Information about availability and attractions are placed at the cash desk at the entrance to the facility and on the website.
3. The fee for the selected offer is charged in advance in accordance with the applicable price list before entering the Aquapark; in case of exceeding the declared time of stay, the Customer is obliged to make an additional contribution in accordance with the applicable price list.
4. The customer is obliged to store the receipt or other confirmation of the purchase of the ticket from the moment of its issue at the ticket office until the moment of leaving the facility. The receipt or other receipt received at the ticket office allows you to verify the actual customer's debt and avoids paying the amount corresponding to the limit set on the transponder if it is lost by the customer.
5. Reduced tickets are available (according to the price list):
  - a) children under 12 years of age;
  - b) youth under 18 years of age;
  - c) learners (on the basis of a valid school or student ID card – up to 26 years of age);
  - d) persons over 60 years of age;
  - e) disabled people and their carers.
6. A free ticket is entitled to (applies only to individual tickets):
  - a) children under 3 years of age (maximum of two children accompanied by 1 adult);
  - b) carers of disabled people requiring constant care.
7. After payment, the customer receives a transponder (data carrier) with an internal money limit depending on the selected offer. The amount of the limit is specified in the current price lists. The transponder allows you to use additional paid attractions and services, and

also acts as a lock for a clothes locker. The customer takes care of the transponder received at the entrance.

8. The Customer is obliged to attach the transponder to the wrist in a way that prevents its loss, wear it in this way throughout the stay in the Aquapark and show the Aquapark service upon request.

9. Information terminals located there allow you to check the current status of the spending limit on a given transponder.

10. Each case of loss the transponder or the locker key should be reported to the service immediately. In this case, a fee equal to the actual debt of the customer shall be charged, which may be determined on the basis of the receipt issued to the customer or other confirmation of purchase of the ticket; in the event that the customer fails to show a receipt, another confirmation of the purchase of a ticket that allows verification of the customer's actual debt, or the customer is unable to prove his actual debt in any other way, the customer shall be charged a fee corresponding to the current offer and age category of the customer. To the amount of debt is added the cost of the lost transponder in the amount of 40 PLN or the cost of the key to the safe deposit box in the amount of 60 PLN, unless the client is not responsible for their loss. The customer may request a refund of the difference between the charged from him mentioned above. fees and the actual amount of debt deducted from the transponder if its transponder or safe deposit box key were found; submission of the application is made on the form available at the Aquapark cash desk; In order to assign the found transponder to the client, the client should provide as much detail as possible regarding the description of the event, together with contact details to contact the client.

11. In the event of failure to return the Aquapark property lent to the client, a fee equal to the deposit is charged, unless the client is not responsible for its loss.

12. It is prohibited to transfer or lend the transponder to third parties.

13. Payment for services purchased inside the Facility, including catering, is made at the exit of the Aquapark, after handing over the transponder to the cash registration.

### **§ 3. Responsibilities and obligations of the customer**

1. Each of the individual Zones and selected attractions and facilities has its own instructions and rules of use available inside the Zone or in a visible place near the attraction or facility. All instructions and rules of use are also available on the Aquapark website.

2. Before entering the area of the Aquapark, the Zone or using attractions or services, the customer is obliged to read their regulations and internal instructions, and upon entering the area of the Facility, he confirms having read them and undertakes to comply with their provisions.

3. Customers are also required to comply with prohibitions and orders in the form of boards and signs placed on the premises of the Facility, as well as the instructions of the Aquapark operator.

4. Non-compliance with the provisions of the regulations, internal instructions, prohibitions and orders and safety rules can lead to accidents.
5. Before using the services and attractions of the Facility, the client is obliged to leave clothes and other belongings in an effectively and properly closed locker, in accordance with the instructions placed on each locker. Valuables should be stored in safety deposit boxes; Stroller and other similar items should be left in designated places for their storage. In all other respects, INTERFERIE S.A. is not responsible for the goods left by the customer in other places accessible to the public, not protected from access by third parties; these places are used to put things under the supervision of the customer.
6. Before using the attractions of the Sports Pool Zone, Recreation Zone and Saunarium, the Client is obliged to use showers.
7. People prone to muscle contraction, fainting, seizures epilepsy, cardiovascular disease are obliged to inform the staff about the ailments before using the attractions of each Zone and remain under the supervision of the caretaker.
8. All customers are prohibited from engaging in activities that endanger the maintenance of security, peace and order. These include in particular:
  - a) use of services and offers after consumption of alcohol, intoxicants or other similar substances, as well as bringing them to the premises of the Facility;
  - b) drinking alcohol outside the designated gastronomic points within the Aquapark in the Saunarium and Wellness Zone and in the restaurant in the main lobby; after drinking alcohol in the above mentioned places, it is forbidden to use the attractions of the Object (applies to all Zones);
  - c) bringing food or drinks into the interior of the Zones and consuming them outside the designated places;
  - d) smoking, including e-cigarettes, except in designated areas;
  - e) the introduction of pets;
  - f) being in places excluded from general access;
  - g) destroying, contaminating and removing all boards, information and equipment, including rescue equipment;
  - h) bringing any dangerous items outside the Changing Room Zone, in particular: glass containers, pressure containers (including deodorants, hairspray, etc.), knives and other sharp objects; these things should be left in lockers or safety deposit boxes;
  - i) bringing any weapons into the Aquapark;
  - j) running;
  - k) contaminate the water in any way;
  - l) using the equipment and equipment of the Facility for purposes other than intended or using the equipment and equipment of the Facility damaged, technically ineffective or inoperative; in the event of improper use, damage or removal from the existing location of the equipment, the customer shall be liable for the resulting damage;
  - m) breaking the instructions for the use of attractions, facilities and regulations of the Zones;

n) engaging in conduct likely to cause embarrassment to others, in particular sexual intercourse and other acts that may be considered as improper conduct within the meaning of the Code of Offences;

o) placing sunbeds, umbrellas, chairs or other equipment in a way that interferes with communication within the Facility, in particular placing evacuation exits, placing the above equipment inside the pool basins or at a distance of up to 1m from them;

p) filming or photographing in the Saunarium and Wellness Zone; in other Zones of the Aquapark it is forbidden to film and photograph for purposes other than private;

q) it is prohibited to conduct on the premises of the Aquapark, without the written permission of the Administrator, any activity, in particular commercial activity, including conducting classes, trainings and lessons or teaching, marketing and service activities, including distributing leaflets, selling goods, offering and performing services.

9. Infringement of any of the above provisions may result in the need to leave the Aquapark.

10. The Customer is obliged to report to the Aquapark service any defects noticed during their stay at the Facility.

11. The Customer or his guardian is obliged to immediately report to the Aquapark staff or rescuers any incident resulting in bodily injury. A protocol of the aid will be drawn up from the aid provided.

12. The Customer is obliged to hand over to the employees of the Aquapark any found and not belonging to him items.

#### **§ 4. Responsibilities and duties of INTERFERIE S.A.**

1. The Aquapark Manager or the person(s) authorized by them have the right to refuse entry into the Facility or to expel from it people whose behaviour indicates that they are in a state of intoxication or are under the influence of a drug, violate public order, good morals or pose a threat to themselves or others, and do not comply with the provisions of the Regulations, instructions, markings on the premises of the Facility and instructions for the operation of the Aquapark. The above-mentioned behaviour may lead to the taking of other appropriate steps provided for by law.

2. People who have repeatedly violated the provisions of these Regulations, as well as other instructions, may be temporarily or permanently banned from entering the Aquapark. Application of the above prohibition will be preceded by a warning issued by the Aquapark service.

3. The Administrator shall take due care to maintain the Aquapark, its attractions and the provided equipment in a condition ensuring their safe use.

4. Appointed Aquapark representatives may for important reasons, in particular in the event of overcrowding of the Zone(s) and security risks, impose restrictions on the use of the Facility, its Zones or individual attractions. Information about unavailable attractions can be found at the ticket office.

5. The operation of the Aquapark is entitled to the so-called right of the Host of the Facility. Persons on the premises of the Facility are obliged to obey the instructions and orders of rescuers on duty and other employees of the Aquapark. Any violation of the Regulations of the Aquapark or other inappropriate behavior is signaled by the water rescuer with the sound of a whistle and a gesture signaling an irregular behavior or prohibited behavior.

6. The facility is monitored, which aims to improve the security of customers. By entering the Facility, the Client agrees to monitor the stay in the Aquapark and to use materials thus arising in contentious issues, e.g. purchase of products and services and compliance of the Client's behaviour with these Terms and Conditions. Monitoring is carried out in a way that does not violate the personal rights of the Clients

### **§ 5. Detailed information and terms of use the Saunarium zone**

1. The use of the Saunarium Zone is allowed only for persons over 18 years of age and health people. By entering the Saunarium Zone, the client confirms that his state of health allows use of this form of recreation. Entry to the saunas is prohibited in particular to people with:

- a) infectious skin diseases;
- b) septic infections;
- c) acute viral (e.g. influenza) or bacterial infection;
- d) acute inflammation of internal organs;
- e) tuberculosis;
- f) inflammation of the heart;
- g) acute infarction;
- h) symptoms of decompression;
- i) diseases manifested by sudden attacks, e.g. epilepsy;
- j) during the first three months after the stroke;
- k) inflammation of the veins;
- l) severe vegetative disorders of the central nervous system, with severe circulatory disorders;
- m) inflammatory and treated skin diseases and eczema.

NOTE: women during menstruation and pregnant women should not use saunas and baths, as this poses a risk to their health.

2. Each client using the Saunarium Zone must have slippers, as well as a towel and bathrobe or two towels, or pareo. Saunarium zone is a zone where it is recommended to stay without bathing suits. This means that people entering the area should take off their bathing suits and be aware of the possibility that the Zone will be used by people naked or incompletely clothed.

3. The use of mobile phones is prohibited throughout the Zone.

4. Saunarium zone is a quiet zone. Customers are obliged to behave in a quiet manner, noisy conversations, shouting and other behaviour disturbing the peace of other customers are prohibited.

5. Clients are obliged to use saunas barefoot, slippers should be left outside the entrance hall of the sauna, seats (inside saunas and throughout the Zone) can be used only after covering them (e.g. with a bath towel), the obligation also applies to foot pads.
6. Saunas and their equipment may be operated only by employees of the Aquapark. Do not use any of your own liquids, essences, oils or other substances for steam baths or saunas, as well as touch the heat supply system. It is forbidden to place any objects (e.g. towels, coats and bath sheets) near or on the stove, as well as to perform massages with brushes.
7. After using the sauna, it is recommended to use showers.
8. For hygienic and aesthetic reasons, the use of the bar is allowed only in appropriate cover (e.g. in a bathrobe, towel).
9. For safety reasons, it is forbidden to take out its equipment, packaging and glassware outside the Bar Zone, any cases of glass breakage should be immediately notified to the staff Aquapark.

#### **§ 6. Detailed information and principle of use by school groups**

1. Organized group using the Aquapark on the following terms:
  - a. The group may not count more than 15 participants per person conducting classes, who has the rights of an organizer of leisure for school children and youth;
  - b. Participants of organized groups enter classes at the same time;
  - c. The instructors are obliged to check the number of the group before and after the classes, in the event of a discrepancy in the number of participants, they are obliged to immediately report this fact to the rescuer on duty;
  - d. The caretaker is responsible for the order and behaviour of the group outside the pool;
  - e. During the stay in the Aquapark, the guardians are obliged to ensure that the group behaves calmly, culturally, without noise and without destroying the property located in the Aquapark;
  - f. Caregivers are responsible for washing the group under the shower;
  - g. The group supervisor is responsible for the keys and transponders entrusted to the participants;
  - h. The instructor is obliged after completion of the course to submit swimming equipment at the designated location.
2. People conducting classes or guardians may go out to the Aquapark only in sportswear and shoes intended for classes in the Aquapark.

#### **§ 7. Final provisions**

1. These terms and conditions apply to the entire Facility.
2. The Aquapark staff may refuse entry to the Aquapark if:

- a. High attendance that threatens security;
  - b. Organized classes;
  - c. Organized competitions;
  - d. Another.
3. In matters not regulated by these Regulations, generally applicable law.
4. The Regulations are available on the website of the Aquapark.