

# Terms & Conditions

## Article 1 | Definitions

1. 'Radium Boulders' is the trade name of the sports facility that operates at Lage Frontweg 2B Maastricht, officially registered in Maastricht.
2. Visitors are all individuals that make use of the facility described above.
3. Active visitors are visitors that make use of the sports facilities on offer.
4. Active visitors are registered as members of Radium Boulders.

## Article 2 | Safety

1. Active visitors are obliged to make themselves aware of the Rules & Regulations and the Terms & Conditions of Radium Boulders, which are available in the direct vicinity of the entrance, before using the sports facilities. Should these rules or the manner of compliance be unclear for any reason, the visitor accepts responsibility for obtaining clarification by reporting to the staff members present before making use of the facilities on offer.
2. Active visitors agree to use the available facilities only if they are in optimal health and their physical condition is sufficient to undertake the sporting activities offered.
3. Active visitors agree that when using the facilities on offer they will not only have regard for their own safety but also that of others.
4. The safety rules are described in 'Rules & Regulations'.

## Article 3 | Admission

1. Every active visitor wishing to use the sports facilities on offer must register at the front desk upon their first visit, and thereby declares that they agree to the Rules and Regulations and the Terms and Conditions and if required will be given a copy of the completed registration form.
2. Every active visitor always reports to the front desk before undertaking any sports activities.
3. Children under the age of 8 are not permitted on the mats or the boulder walls and are therefore not permitted to actively participate in the sports activities at Radium Boulders, apart from youth members accompanied by an adult.
4. Active visitors aged from 8 to 12 years will be granted access to the bouldering facilities only under direct supervision of at least one adult visitor who signed the registration form. Independent bouldering is permitted from the age of 12.
5. Every visitor must be able to provide identification.
6. Radium Boulders is entitled to independently determine the opening hours and to limit the duration of a visit.
7. Pre-authorized debit collection of the subscription takes place around the 27th of each month. No notice will be given of this write-off. The minimum term of the membership is 3 months. The notice period 1 month.
8. Radium Boulders preserves the right to periodically change prizes after notification through email.

## Article 4 | Removal and Exclusion

1. Visitors who, in the opinion of the staff of Radium Boulders, fail to comply with the Terms & Conditions and/or safety rules and/or Rules & Regulations and/or behave in such a way that endangers order, concentration or safety, can immediately be removed from the premises.
2. Upon repetition of such behaviour, Radium Boulders can apply exclusion. The removed or excluded visitor is not entitled to reimbursement of membership or admission fees.

## Article 5 | Liability

1. Radium Boulders is never liable for damage suffered by visitors as a result of loss or theft in or around the premises. Radium Boulders is also never liable for damage to or inflicted by visitors (partly) as a result of diminished physical condition or health of the visitor or through defects and/or deficiencies in the visitor's own bouldering materials.
2. Nor can damage resulting from the visitors' infringement of these Terms & Conditions and/or Rules & Regulations lead to any kind of liability for Radium Boulders.
3. Radium Boulders members of staff are, barring training of the visitor, not responsible for any kind of supervision of the safety of the visitor, and as such Radium Boulders accepts no liability in this respect.
4. Radium Boulders accepts liability for damage or injury to visitors that is proven to result from a defect in materials provided by Radium Boulders, except in the event that this material defect cannot be attributed to Radium Boulders.
5. In some cases, Radium Boulders provides services in the form of training; Radium Boulders is not liable for any damage or injury resulting from actions or negligence of subordinates, that are wholly or partially attributable to said subordinates, except in the event of intent or gross negligence of the subordinate.
6. Should Radium Boulders be liable in any way, said liability can only lead to compensation to the extent that it is covered by the insurance policy of Radium Boulders and up to the maximum amount that could be awarded by the insuring party. Should the insuring party of Radium Boulders, notwithstanding the insurance cover, fail to award payment to the injured party or should the insuring party not be obliged to award payment based on a culpable shortcoming of Radium Boulders that is not covered by the insurance policy, the liability of Radium Boulders is limited to a maximum of € 10,000 per incident.

## Article 6 | Application of Terms and Conditions

These general Terms & Conditions are valid from the date shown below, which corresponds with the time of publication. Radium Boulders is entitled to amend these Terms & Conditions at any time. The new conditions then come into force immediately after publication and can in no way affect the previously defined rights of the visitor, except in the case of renewed membership or after membership has ended.