

House Rules LINZ AG BÄDER

General provisions

1. Legal basis

- Conditions of use:** Using the children's pools and facilities (in the following referred to as facilities) of LINZ SERVICE GmbH für Infrastruktur und Kommunale Dienste, Bereich Bäder, the public swimming pool department of the company in charge of infrastructure and municipal services (in the following referred to as LINZ AG BÄDER), is subject to the applicable civil law provisions and the terms and conditions of the current Pool and Facility Rules.
- Terms of use:** All facilities shall be used exclusively for their intended purpose. If special terms of use are posted, they must be observed.
- Scope of application:** The Pool and Facility Rules are applicable to all facilities of LINZ AG BÄDER as well as to all related activities, irrespective of any payment. Separate provisions may apply to operations of lessees (if available), as well as at events, etc.
- Visitor relationship:** Upon entry to the facilities, these Pool and Facility Rules including any applicable additional rules as well as any special terms of use and/or general terms and conditions shall become a binding part of the relationship between LINZ AG BÄDER and the visitor.
- Binding commitment:** Visitors further undertake to comply with any other provisions intended to ensure operational safety and public order, as well as with any instructions of lifeguards. Furthermore all relevant legal provisions including but not limited to the Upper Austrian Youth Protection Act, Non-Smoker Protection Act, and Hygiene at Public Pools Act shall apply.
- Other provisions:** If any provisions of the current Pool and Facility Rules are or become invalid, this shall not affect the remaining provisions. Any civil law disputes arising in connection with these Rules which cannot be resolved by negotiation shall be settled by the court having subject-matter jurisdiction.

2. Use of facilities

- Operation:** LINZ AG BÄDER is responsible for the safe operation of the facilities in accordance with the applicable legal provisions and for compliance with the conditions imposed by law. Towards visitors, LINZ AG BÄDER assumes only the obligations listed below.
- Bearing risks:** Any use of the facilities of LINZ AG BÄDER in accordance with these Pool and Facility Rules and the pertaining additional rules is solely at the visitor's risk.
- Prohibitions of access:** It is prohibited to climb on or over fences or walls limiting the facilities. Entering technical and equipment rooms is prohibited.
- Limitations of use:** The children's pools may only be used by children aged 12 and under. Accompanying persons may not swim in children's pools. The following limitations apply:
 - No access for persons under the influence of intoxicating or narcotic substances;
 - No access for persons suffering from notifiable or contagious diseases, open wounds, etc.
 - No access for unaccompanied children aged 6 and under according to defined age limits (see additional rules) and/or according to the discretion of lifeguards.
 - Access of persons with a history of seizures or fainting spells and mentally or physically disabled persons is permitted only to the extent that a visit is reasonable and feasible for the affected person, and on his/her own responsibility, with an accompanying person if required.
- Animals on the premises:** Animals are not permitted on the premises. Exceptions apply to police or rescue service dogs on duty, as well as to guide dogs, assistance dogs and partner dogs (not to be taken into the water) to the extent that entering the facilities is required for the performance of their tasks.

3. Opening hours, periods of use and operation

- Access times:** LINZ AG BÄDER permits the use of its facilities during the posted opening hours or during the periods of use and operation communicated by lifeguards. Furthermore, the opening hours as well as the closing times can be found on our website. Visitors must leave the facilities before closing time.
- Access points:** Access is permitted exclusively at the entrance points provided for this purpose.
- Limitation of access:** If the permitted number of visitors is exceeded, LINZ AG BÄDER's lifeguards may prohibit access to further visitors. Waiting times may occur. LINZ AG BÄDER reserves the right to refuse entry, without stating the reason, to persons whose access to the facilities would give rise to concerns. The applicable anti-discrimination and equal treatment laws are to be observed at all times.
- Temporary closure:** Use of the facilities may be suspended or temporarily restricted for technical, organisational, or safety reasons or due to weather conditions or restrictions imposed by authorities.

4. Condition and operation of facilities

- Maintenance of facilities:** LINZ AG BÄDER shall ensure the proper installation, operation, and maintenance of all facilities in accordance with the applicable provisions, as well as in compliance with the applicable hygiene and safety regulations. LINZ AG BÄDER has no further obligations.
- Malfunctions/defects:** As soon as LINZ AG BÄDER takes note of any malfunction or defect in equipment, and if safe operation cannot be guaranteed any more, it may immediately prohibit or limit the use of facilities.
- Damage/soiling:** The facilities of LINZ AG BÄDER must be treated with care. Soiling is strictly prohibited. Waste shall be disposed of in the waste baskets and collecting containers provided for this purpose. LINZ AG BÄDER may levy a cleaning charge in case of contamination, wanton soiling etc., and demand compensation if damage is caused. If a visitor finds any facilities accessible to him/her dirty or damaged, he/she shall report this fact to the pool staff without delay.

5. Compliance with the Pool and Facility Rules

- Right to controlled access and undisturbed operation:** LINZ AG BÄDER exercises its right to controlled access and undisturbed operation vis-à-vis all persons present in the facilities and monitors compliance with the Pool and Facility Rules including any applicable additional rules.
- Obligation to comply:** Visitors are obliged to comply with the instructions and/or orders of lifeguards. This shall also apply in case a visitor is of the opinion that the instructions given are unjustified. Pictograms, notices, and any other information forming part of the Pool and Facility Rules shall also be observed and fully complied with.
- Breach of rules:** In case of misconduct, the person concerned will be warned or even sent off the facilities right away. Any person acting in violation of the Pool and Facility Rules and/or prohibitions of use of specific facilities (e.g. slides or special attractions) or in violation of any limitations within the meaning of Point 4.2. or failing to comply with the instructions or orders given by lifeguards may be sent off the facilities by LINZ AG BÄDER.
- Prohibition of access:** In special cases, a prohibition of access for a limited or unlimited period may be issued. If any person is found in the facilities of LINZ AG BÄDER despite a valid prohibition of access, legal action for trespassing will be taken.

- Personal rights:** LINZ AG BÄDER does not assume any liability for a violation of the personal rights or an interference with the personal privacy of visitors by other visitors or any third parties other than lifeguards.
- Customer feedback:** Wishes, suggestions and complaints can be communicated to the lifeguards or sent by email to baeder@linzag.at.

6. Obligation of supervision

- Responsibility:** LINZ AG BÄDER and its staff are not obliged to supervise minors, non-swimmers, disabled persons etc. Supervision of and care for any such person shall be the responsibility of those otherwise under an obligation of supervision and care (e.g., parents, guardians, relatives or suitable supervisors or caregivers). The obligation of supervision shall remain in effect even if the obliged party does not enter the facilities of LINZ AG BÄDER or leaves prematurely. When special attraction facilities are used, there is a stricter obligation of supervision.
- Supervision of minors:** When using the facilities of LINZ AG BÄDER, children under the age of 6 must be accompanied by a person who is at least 16 years old. The accompanying person bears responsibility and must ensure that children are neither endangered nor injured and that they do not endanger or harass other visitors or cause damage to property.
- Youth protection:** Children and adolescents as well as their parents, guardians, or other persons under the obligation of supervision shall comply with all legal obligations as well as the applicable youth protection provisions, in particular the prohibitions of consumption of alcohol and smoking, prohibition of access to specific areas, etc.
- Group attendance:** In case of groups (e.g., from schools, day nurseries, kindergartens, clubs; courses, events, etc.), the competent teachers, pedagogues, officials, trainers, supervisors and accompanying persons shall ensure compliance with the Pool and Facility Rules. They shall seek mutual agreement with the lifeguards to ensure undisturbed operation. The competent persons must be present during the entire stay of the group and shall bear full responsibility. In order to ensure smooth operation, the attendance of school classes and other groups must be announced in due time.

7. Hygiene rules:

- Hygiene/cleanliness:** Visitors are obliged to maintain the highest standard of cleanliness and to comply with general hygiene rules in all facilities.
- Breakable containers:** Bringing breakable containers made of glass etc. onto the premises is prohibited.
- Waste disposal:** Waste (bottles, tins, paper, etc.) shall be disposed of in the waste baskets or the respective collecting containers. Disposing of household waste is prohibited.
- Contagious diseases:** Persons suffering from contagious diseases are prohibited from entering the facilities of LINZ AG BÄDER.

8. Information security/data protection

- Use of data:** LINZ AG BÄDER is entitled to use customer data required for organising attendance at its facilities in accordance with the applicable legal provisions. Visitors agree to being contacted and their data being used and transmitted for the purpose of product information/advertising, no matter whether in writing, by phone, personally, or by electronic media. Consent can be revoked at any time.
- Proof of identity:** In case of a violation of the current House and Pool regulations including any additional rules, or in case of a well-founded suspicion of any such violation, the visitor shall state and prove his/her identity by suitable documents. This obligation shall also apply in case of a legitimate legal interest, particularly if the data are required to assert, exercise, or defend any rights or claims of LINZ AG BÄDER.
- Video surveillance:** Video systems are used in the facilities of LINZ AG BÄDER in compliance with the General Data Protection Regulation, primarily for the purpose of general prevention of misconduct and to ensure the safety and security of persons present in the facilities. The evaluation of recordings is limited to internal control and cases of well-founded suspicion that an offence punishable under criminal law has been committed.
- Privacy statement:** For the privacy statement of LINZ AG BÄDER, go to www.linzag.at/datenschutz. It is also available for inspection at the LINZ AG customer centre, and can be requested at datenschutz@linzag.at.

9. Rules of conduct

- Discipline/consideration:** Each visitor is obliged to show tolerance, discipline, respect, and consideration towards other visitors and lifeguards. Endangering and/or harassing any other person, or any action disturbing order, interfering with safety or contrary to public policy is prohibited, including but not limited to spitting, excessively noisy behaviour, listening to loud music, phone calls in quiet areas, roller-skating, skating, playing ball games outside the areas reserved for this purpose, introducing, or using highly combustible or flammable substances and dangerous objects of any kind, ignoring barriers.
- Rules of decency:** The rules of decency common in public facilities must be observed. In particular, sexual or intimate actions of any kind are prohibited. In case of a violation, adequate measures or legal action will be taken (prohibition of access, filing of a criminal complaint).
- Separation of sexes:** Women's areas are reserved to female visitors, men's areas to male visitors (except for children up to the age of 6). Trans persons and persons of the third gender (diverse) will be assigned to the respective areas according to their current status or primary sex characteristics.
- Prohibition of photographing and filming:** Taking photos of, and filming, persons without their consent, including uninvolved third parties, is not permitted.
- No smoking:** The statutory ban on smoking (including shishas, vaping etc.) is applicable in all facilities of LINZ AG BÄDER. Smoking is permitted exclusively in the marked smoker areas and outdoor areas. Even outdoors, visitors are kindly requested to make use of the special smoking areas.
- Reservation of places:** Reserving sitting areas, loungers, etc., as well as cordoning off or reserving parts of the visitor areas is not permitted. In case of non-compliance, lifeguards are entitled to clear the sitting and lying areas.

10. Obligation to provide assistance and to report/prevent accidents

- Obligation to provide first aid:** In case of an emergency, everybody is obliged by law to provide first aid to the extent that he/she can be reasonably expected to do so considering his/her physical and mental capacity, until qualified emergency services arrive.
- First aid kit/defibrillator. A first aid kit and a defibrillator are available from the lifeguards if required.**
- Obligation to report:** Accidents, near accidents and potential sources of danger, as well as encroachments of any kind (sexual harassment, brawls, etc.) must be reported to lifeguards without delay.

11. Safekeeping/loss of objects

- Found objects:** Any items found must be handed over to lifeguards.
- Liability for property:** LINZ AG BÄDER does not assume any liability for theft or loss of any valuables (mobile phone, wallet, etc.) which have not been locked up, nor for any other objects brought into the facilities.

12. Parking areas

- Use of parking lots:** Visitors use the parking lots at their own risk. LINZ AG BÄDER does not provide surveillance of parking lots and does not assume liability for any damage to vehicles (e.g., due to nails, broken glass, or potholes on the surface, or collision with limiting barriers, etc.) The road traffic regulations apply.
- Use of parking areas:** Vehicles of any kind (including scooters for children, etc.) must be parked in the reserved parking areas outside the facilities. This shall not apply to prams and buggies and wheelchairs. All entrance points and access ways for ambulance, fire brigade and police vehicles and staff must remain free.
- Liability for vehicles:** LINZ AG BÄDER does not assume any liability for vehicles parked outside the facilities or brought into the facilities, or similar items.

13. General terms and conditions concerning liability:

- Liability claims:** LINZ AG BÄDER assumes liability, according to the provisions of law, exclusively for loss or damage caused to visitors due to any unlawful and culpable conduct of LINZ AG BÄDER and/or its lifeguards. LINZ AG BÄDER does not assume any liability for slight negligence except in cases of personal injury. Contributory negligence on the part of a visitor shall give rise to loss sharing.
- Exclusion of liability:** LINZ AG BÄDER does not assume any liability for any loss or damage caused due to noncompliance with the Pool and Facility Rules or any other conditions of use (e.g., for slides, diving platforms, special attractions etc.) or in case of noncompliance with prohibitions or limitations of use within the meaning of Point 4.2 of the Pool and Facility Rules. Furthermore, no liability will be assumed for any loss or damage due to noncompliance with the instructions of lifeguards or otherwise due to the visitor's own fault, or due to unavoidable events or force majeure (particularly due to interference by third parties). Furthermore, no liability will be assumed for any health impairment occurring in connection with events (damage to hearing, etc.), or for damage to third parties caused by objects brought along by visitors.
- Risk of accidents:** LINZ AG BÄDER and its lifeguards are not in a position to generally prevent accidents. Visitors bear the risks related to practicing sports in the facilities and shall contribute to the safety of all parties involved through a high degree of individual responsibility and proper behaviour towards other visitors.

14. Commercial/promotional/advertising activities

- Advertising and sales:** Any kind of commercial, promotional or advertising activity inside the facilities shall be subject to prior agreement by LINZ AG BÄDER, and may be subject to a charge.
- Eating and drinking:** Consumption of food and drinks brought along by visitors is permitted only for the visitor's own needs. Selling and passing on to third parties is prohibited.
- Holding courses:** The holding of any (swimming, fitness, etc.) courses by private individuals on a commercial basis shall be subject to a prior written agreement with LINZ AG BÄDER.

15. Limitations imposed by authorities

- Availability of services:** The facilities as well as the restaurants and caterers on the premises of LINZ AG BÄDER open at the dates determined by the Austrian Federal Government and/or the competent authorities.
- Special measures:** Short-term adjustments/modifications/limitations of the service programme, as well as products and services available, conditions of use, opening hours etc. are possible at any time. If required, access will be restricted as determined by the competent authorities to limit the length of stays and/or reduce the number of visitors.
- Concessions:** In case of closures or a long-term discontinuation of services according to instructions by the competent authorities, customers shall not be entitled to services which cannot be provided. Compensations may be granted on a voluntary basis (e.g., booking of World of Workout fitness courses and swimming courses, use of Pool Oases Passes, etc.).
- Current information:** Details and the latest news are available on the website www.linzag.at.

Additional provisions for swimming

The following additional rules and/or prohibitions apply in the swimming areas:

- Visitors must use customary swimwear (swimming trunks, swimming shorts, one- or two-piece swimsuits, monokinis, bikinis, tankinis, burkinis, swim nappies for babies and toddlers, etc.) of suitable materials (no cotton!).
- For reasons of hygiene, shower each time before entering a pool.
- Do not use soap, shampoos, or detergents in the swimming or bathing pools. Washing swimwear etc. is prohibited.
- For safety reasons in case of imminent storms, leave outdoor pools in due time or upon the respective instructions of pool staff. Staying under trees is prohibited, particularly to avoid being hit by falling branches.
- Jumping into pools from the long side of the pool or outside the diving area, running on pool grates, or doing gymnastics on access ladders and handrails is prohibited.
- Water slides may be used only according to the posted provisions. Keep a safety distance during descent and exit the finish area immediately. Mind the traffic light system if applicable!
- Children under the age of 6 are allowed to enter the facilities only when accompanied by a person who is at least 16 years old.
- Non-swimmers are allowed to enter the parts of the facilities outside the non-swimmer area only when accompanied by a swimmer who is at least 16 years old and equipped with duly tested/certified swimming aids (water wings, swim disks, etc.).