

LIABILITY CONTRACT - RULES & INTRUCTIONS
Escapade Adventure Park - Zamora

The present regulation shall be signed (on the obverse side or below) by each and all persons taking part in the following activities organized on the premises of Escapade Adventure Park – Zamora, thereafter known as EAP-Zamora:

- A. Generalities
- B. Tree-climbing and Tyrolean gliding
- C. Military trail
- D. Paintball in the forest

For the minors under 18 years of age, the accompanying adult shall undersign the document, which adult shall undertake the full responsibility for the physical integrity of the minor. *I, the undersigned*, in order to be allowed the access inside the premises of Escapade Adventure Park – Zamora, operated by SC JW Escapade SRL / SC Best Romanian DMC SRL, confirm that I acknowledge and acquiesce to the following internal rules:

A. GENERALITIES

1. The following rules shall be read by everybody before the start of the available activities in EAP-Zamora.
2. Escapade Adventure Park - Zamora is accessible to persons above 4 years of age, whose physical and mental aptitudes allow the following of the trails by their own, in accordance with the rules of safety.
3. It is strictly forbidden the access within the premises of EAP-Zamora under the influence of alcoholic beverages or drugs.
4. Children under the age of 14 shall be accompanied by an adult in order to be permitted the access in the Adventure Park – EAP-Zamora.
5. The children shall be permanently supervised by the respective accompanying adult. EAP-Zamora shall not be in any way responsible for the eventual accidents suffered by children under inadequate supervision.
6. Your evolution within the leisure area shall be your sole responsibility and you acknowledge that you read and understood the present regulation. In the case of minors, the consent is expressed by the accompanying adult, through their signatures.
7. All clients shall acknowledge that EAP-Zamora is located within a forested area, where the road is not perfectly flat and where the large number of natural obstacles (boughs, tree-stumps, rocks, ditches etc.) might cause injuries to the unaware.
8. The tickets bought for various services are NOT reimbursable. If you purchased certain services, you already acquiesced to the internal rules of EAP-Zamora.
9. The bringing and/or using professional audio-video recording devices (photo/video cameras, photographic equipment, microphones etc.) within the premises of EAP-Zamora is permitted only with prior, written approval of EAP-Zamora.
10. It is strictly forbidden to:
 - Make fire or barbeque within the premises of EAP-Zamora and/or in the surrounding forest;
 - Throw cigarette butts on the ground – there are ashtrays fastened to tree-trunks;
 - Throw garbage of any nature on the ground – there are garbage bins fastened to tree-trunks;
 - Damage intentionally the installations of EAP-Zamora;
 - Disturb the other clients, as there are forbidden: the aggressive behavior, physical and verbal, loud music played on mobile phones or on other sound equipment;
11. Please respect the Nature! It is forbidden to pick flowers, break tree-boughs or make tree-bark inscriptions etc.
12. For the physical necessities please use the rustic toilet located across the entrance of EAP-Zamora, in the valley. Please use it decently and do not throw inside other materials than those used for physical necessities.
13. Within the premises of EAP-Zamora the waste is selected, and we ask you to dispose of your waste using the containers provided, following the color codes: yellow – plastic, green – glass, blue – paper, black – organic waste, gray – other.
14. The visitors and clients shall undertake to comply with all the rules and information displayed within the premises of EAP-Zamora. Contrarily, EAP-Zamora reserves its right to expel the incompliant from its park, with no reimbursement of the purchased services and to call the police if necessary.

B. Climbing and Tyrolean gliding

15. The climbing equipment shall be used only in the way you were instructed to. The equipment is not transmissible and you are leasing it for minimum of 3 hours.
16. Your attendance, as well as the other customers', to the meeting dedicated to the instruction on the games and the correct use of the climbing equipment, carried out by our instructors, is compulsory.
17. The two safety devices (carabineers + rings) shall be used during the whole duration of the trails. At least one of the carabineer shall be PERMANANTLY fastened to the safety line.
18. The climbing equipment shall be used only in the way you were instructed to.
 - The safety devices (carabineers + rings) are marked with red paint and shall be obligatorily fastened to all lines marked with red.
 - The Track (the rolling device used for Tyrolean gliding) is marked with yellow paint and shall be mounted ONLY on the lines marked with yellow.

19. All customers are under obligation to start their climbing on the easier trails, before using the difficult ones. For the trails with black markings, the minimum age is 16 years.
20. Please avoid overcrowding the tracks. Only one person at a time is allowed on the *run* (the exercise between two platform), while the number of persons allowed on the platform is maximum 3.
21. EAP-Zamora reserves its right to expel from its Park any person who disobeys the safety rules (with no reimbursement).
22. EAP-Zamora reserves its right to stop all activity in case of adverse weather (wind, rain, storm), and the services paid for but not carried out shall be rescheduled.
23. Any damage to the climbing equipment caused by disobeying the instructions for use shall be incurred by the person responsible.
24. The equipment is not transmissible to friends, colleagues or any third parties unless it is agreed with the instructors of EAP-Zamora and only after the receiving person reads and undersigns the present regulation.

C. The Military Trail

25. The military trail shall be used by persons of minimum 8 years of age.
26. The children under the age of 14 shall be compulsory assisted by their accompanying adult or by the staff of EAP-Zamora.
27. The trail is run under each person's responsibility, EAP-Zamora is not liable for the accidents caused by running the trail too fast, careless or without adequate physical preparation.
28. All exercises included in the military trail shall be carried out in accordance with the instructions provided by the staff of EAP-Zamora.
29. The damaging with intent or due to usage against the instructions received of the installations shall be incurred by the responsible person(s). The customer acknowledges to the above by signing the present document.
30. It is strictly forbidden to enter the military trail without the approval of the EAP-Zamora staff and without signing the present liability contract.

D. Paintball

In order to be allowed to participate in the paintball game organized by SC JW Escapade SRL / SC Best Romanian DMC SRL, I confirm that I read and acknowledged to the following:

31. I willingly and knowingly undertake the risks associated with paintball, known or not, even it derives from my own negligence or others', and I assume responsibility for my participation to the paintball game and to the paintball-related activities, as well as for my access in the active range of paintball equipment, thereafter known as markers, and in the immediate vicinity of the above said range.
32. I acknowledge that not wearing the protective facemask on the range, regardless of motives, might lead to accidental or intentional discharge of a marker toward my face, to injury or loss of sight. I acknowledge my obligation to wear the protective facemask on the whole duration of my participation to the paintball activity and I assume responsibility for the consequences of not compliance with the above. I acknowledge that the protective eyewear might get obscured, fogged or dirty. Even in this situation I agree that the facemask shall be worn all the time on the range and I shall not remove it, for any reason, in any area where I might be hit by paintball projectiles.
33. The risks implied by the use of paintball equipment using compressed CO2 or air, which are employed in the game of paintball, are significant and imply the possibility of injury, invalidity or death. The use of protective equipment and the individual discipline considerably reduce the risks, but do not eliminate it.
34. I acknowledge that the game of paintball is intensely physical and psychical and I declare on my own risk that I am in good physical and psychical shape. I understand the rules of the game and I shall comply with all the rules and regulations in power, as these are stipulated in the **Regulamentul de functionare - Anexa 1 (Operating Code Regulations – Annex 1)** and possibly in the **Scenariile de joc (Game scripts)**, presented by the organizers.
35. I acknowledge that I read and understood the rules regarding the **Regulamentul de functionare - Anexa 1 (Operating Code Regulations – Annex 1)** and I agree to comply in full with the stipulations of the above rules. I declare on my own risk that I am not under the influence of drugs, medication or alcohol.
36. I understand that I assume full responsibility for my participation in all the paintball-related activities and I exonerate of any liability the organizers of the above activities, their collaborators, liabilities that might imply compensations (in case of any kind of accidents or theft), or might raise claims of damages and indemnities of any kind against the organizers, in my name or by my legal representatives.
37. I agree to pay compensations in case I damage or lose the equipment provided by the organizers, as follows: marker/gun lost or damaged - 150€, facemask lost or damaged - 30€, gas bottle lost or damaged - 30€, magazine lost or damaged - 5€, suit lost or damaged - 25€.
38. I acknowledge and I agree that the present contract covers each and all paintball-related activities that I participate in at the present and I will participate in the future, organized by de SC JW Escapade SRL / SC Best Romanian DMC SRL.
39. I agree that the organizers have the full right to use for marketing and advertising purposes all the video and photo footage made by them during my participation in the paintball game or in the game-related activities.
40. I shall undertake to not modify the settings of the markers without the organizers' permission (the markers are adjusted for optimal function).
41. I agree to incur the cost of the projectiles that fall from the magazine in case the lid opens after the gun is handed to me.

Translation from Romanian

42. I confirm that I am past 14 years of age. If not, the person under the age of 14 shall be accompanied by one of his/her legal guardian, who will assume full responsibility for the underage player, under his/her signature.
43. The organizers are responsible for presenting the game rules, the range and the working and usage of the paintball equipment. According to the specifics of the game, the range imitates a military operations theatre, which implies that the players are responsible for any and all accidents related to topography.

Annex 1 – Operating Code Regulations

44. The use of the paint markers is limited to the specially delimited and prepared area.
45. All participants are under obligation to wear the protective equipment provided by the organizers, consisting in suit and facemask.
46. It is strictly forbidden to take part in the game under the influence of drugs, medication or alcohol.
47. It is strictly forbidden to point the marker at a person who is not wearing the complete protective equipment, even though that person is inside the perimeter of the range.
48. The discharge of the marker toward a player is forbidden under the distance of seven meters.
49. Please avoid hitting the sensitive areas of the body with paintballs.
50. Do not discharge the gas bottle of the marker if you are out of paintballs.
51. It is forbidden to insert paintballs found on the range into the magazine. Even though these seem to be intact, they might be wet or dilated after the shot and can block the marker.
52. The players shall wear the protective equipment for the whole duration of the game.
53. The stripping of the markers by the players is strictly forbidden, with no exception.
54. When exiting the range, the participants shall keep the guns pointed at the ground or at the sky with hands raised and with the safety lock on.
55. The aggressive behavior is forbidden! The physical contacts, the arguments and the obscene language between the players are strictly forbidden! Hitting with intent of a referee, spectator or off-the-game player is forbidden. Any arguments, violent verbal exchanges, verbal abuse or obscenities addressed to players or referees, inside or outside the range, are forbidden.
56. It is forbidden to hit other targets, unless are specified by the game script, which are temporarily or mistakenly inside or outside the specially demarcated and prepared area (dogs, birds, poles, lights, cars, trees, windows).
57. In case a defection occurs with the facemask or marker (e.g. gas leak, misfire, emptied gas bottle), the player shall exit urgently the range and will communicate the problem to the organizers.
58. **SC JW Escapade SRL / SC Best Romanian DMC SRL** reserve its right to expel from the range and eventually forbid the future access of person/persons who disobey the present rules.

I am aware that, due to the fact that the company I work for invited me to this teambuilding or the company partner who invited me to this event is paying for all the costs of the above mentioned activities, during all this time I AM NOT in in the working hours program and any possible event/accident could occur during this time will NOT BE a working accident/event and WILL NOT BE TREATED as working accident/event.

I have read the above Contract and I fully understand its terms and I acknowledge that, by signing it, I waive substantial rights. I have signed the present document willingly, knowingly and without anyone constraining me.

I declare that I have read the rules, I understand and I agree with its stipulations. The representatives of SC JW Escapade SRL / SC Best Romanian DMC bestSRL explained me how the equipment works, as well as the safety rules. I undertake to comply with the rules and indications provided for the whole duration of the activities within Escapade Adventure Park-Zamora.

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Translation from Romanian

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