

# HOUSE AND BATHING RULES

## Maaraue outdoor pool

Welcome to the facilities of mattiaqua Wiesbaden. You've made a good choice!

To make sure all visitors to our facilities feel at home, guests need to show consideration and understanding. We therefore ask you to read and adhere to these House and Bathing Rules, and to take the instructions of our staff and contractors (e.g. security staff) seriously and follow these at all times. This helps to ensure that all our facilities – including entrance areas, saunas, outdoor areas and wellness zones – remain safe, clean and tidy.

### § 1 PURPOSE OF THE HOUSE AND BATHING RULES

The House and Bathing Rules help to ensure that all areas at Maaraue Outdoor Pool remain safe, clean and tidy. The operator of Maaraue Outdoor Pool is mattiaqua, Eigenbetrieb der Landeshauptstadt Wiesbaden für Quellen, Bäder, Freizeit, Konrad-Adenauer-Ring 13, 65187 Wiesbaden.

### § 2 BINDING NATURE OF THE HOUSE AND BATHING RULES

- The House and Bathing Rules and all other ordinances are binding for the users of Maaraue Outdoor Pool. Inclusion in the contract concluded at the till is subject to the statutory regulations.
- The staff or other contractors of the pool exercise householder's rights. Instructions from the staff or other contractors must be followed. Users who violate the House and Bathing Rules may be required to leave the facility. If a user is required to leave the facility, their admission fee will not be refunded. The user of the pool explicitly retains the right to prove that the pool operator is entitled to no or significantly lower payment than the full admission fee in this case. In addition, the management or their contractors may bar a user from the premises.
- CCTV operates in marked, designated areas of the facility for safety reasons. The provisions of the German Federal Data Protection Act, in particular Section 4, are adhered to. Saved data is immediately erased once it is no longer required or where interests of the data subject that are worthy of protection prevent further storage.
- The House and Bathing Rules apply to general pool operation. Exceptions may be approved for special events or use by certain groups (e.g. school or club swimming) without requiring suspension of the House and Bathing Rules.
- Political actions, events, demonstrations, distribution of printed material, display of posters or placards, collection of signatures, or use of the pool for commercial or other irregular purposes are only permitted following approval by the operator.

### § 3 OPENING HOURS, SERVICES AND PRICES

- The opening hours and the applicable price list are displayed and are part of the House and Bathing Rules.
- Last admission is one hour before closing time; the pools are emptied 30 minutes before closing time.
- Special admission requirements and opening hours may be defined for school or club swimming, or for courses and events for certain groups of people.
- Where the use of individual parts of the pool or individual services is limited, or where the pool is closed during ongoing operation, there is no entitlement to reduction or refund.
- In the case of malfunctions or overcrowding, use of Maaraue Outdoor Pool may be limited or entirely ruled out. The costs for admission tickets or other admission authorisations purchased will not be refunded.
- Change and admission tickets must be checked immediately; later complaints will not be accepted.
- You must retain the admission ticket or other admission authorization received at the till, or the receipt issued upon acquisition of the admission authorization, until you exit the pool.
- A single admission ticket authorises you to enter the pool once. The ticket becomes invalid when you leave the pool. If you wish to re-enter the pool, you must purchase another ticket.
- Holders of a mattiaqua-Card of the type "reduced" and/or "child/youth" must be able to show their ID cards/documents/discount eligibility (no copies) at the entrance to the pool at the request of the till staff/stewards. No discounted admission will be provided without appropriate proof. In the event of unlawful use, an increased admission price of EUR 20.00 per visit is due.
- Discounts with the mattiaqua-Card only apply to the respective starting/main tariff (adult, reduced, child/youth). Visitors who benefit from special terms, such as Freizeitkarte, Ehrenamtskarte, Juleica, Ferienkarte, employee swimming, etc., are not permitted to receive a discount with the mattiaqua-Card.
- Hospitality items, items for sale, vouchers, massages, Softpack, treatments, rental fees, courses and parking fees are excluded from the mattiaqua-Card discount.
- Residual credit of less than EUR 5,00 on a mattiaqua-Card can be paid out at the respective tills.

### § 4 ADMISSION

- In general, admission to Maaraue Outdoor Pool is open to all; limitations may apply in certain cases.
- Every user must possess a valid admission ticket or admission authorisation for the respective area of use. Once the area of use has been entered, the admission ticket or admission authorisation cannot be transferred.
- The user must keep admission tickets or admission authorisations and their locker key safe in order to prevent loss. In particular, they must carry it on their person, e.g. on a wristband, keep it with them when moving around the pool, and not leave it unattended. Failure to adhere to these provisions will be considered culpable conduct by the user in the case of loss. In case of dispute, the user is responsible for proving that they have kept the key safe properly as described above.
- Persons who cannot move around safely without assistance are only permitted to use the pools when accompanied by a suitable person.
- Admission is not permitted, among others, to persons who are under the influence of alcohol or other drugs, who are accompanied by animals, or who are suffering from a reportable contagious illness (in case of doubt, a doctor's certificate can be requested) or open wounds.
- Children aged under 7 must be accompanied by a suitable person. Further regulations and age restrictions are possible.
- Visitors to the pool are prohibited from carrying or using dangerous items, in particular the following:
  - Items and/or media with content that is racist, xenophobic, discriminatory, radically right-wing or radically left-wing, or that glorifies violence, even if not relevant under criminal law;
  - Weapons of any kind, or any item that could be used as a weapon for cutting, thrusting or stabbing;
  - Items that could be used as weapons or missiles;
  - Flame torches, fireworks, flares, smoke powder, smoke bombs, smoke cartridges, smoke flares and/or other pyrotechnic items including corresponding firing mechanisms;
  - Mechanically and/or electrically operated noisemakers;
  - Alcohol, drugs (includes possession and use of cannabis)

### § 5 GENERAL RULES OF CONDUCT

- Users must refrain from any activity that runs contrary to the maintenance of safety, order and peace, or to public morals. Sexual acts and representations thereof, and harassment of other users or staff, e.g. in the form of lewd gestures, words or physical approaches, are prohibited and will be punished by removal from the pool.
- The pool facilities, including rented items, are to be treated with care. In case of improper use or damage, the user is liable for the damage caused. A special cleaning fee may be charged for culpable soiling that goes beyond the extent of proper use; the amount is determined at cost on a case-by-case basis.
- Barefoot areas must not be entered with outdoor shoes, nor with users' own strollers, wheelchairs or wheeled suitcases. A suitable wheelchair is provided. If this is already in use, the user's own wheelchair may be used following disinfection.
- Users are not permitted to use musical instruments, audio or video players or other media (e.g. mobile phones) in sanitary, changing or pool areas.
- Photographing or filming unknown persons without their consent is legally prohibited. Photography or filming for commercial purposes or the press requires the prior approval of the management.
- Every user must expect the hazards typical of a pool and exercise appropriate caution.
- The body must be cleaned thoroughly before entering the pool. Shaving, cutting nails, dying hair etc. are not permitted.
- Lost property is to be handed over to staff and will be handled in line with the statutory provisions.

- The offer or sale of goods and/or services in the pool and the provision of swimming lessons requires the prior consent of the management.
- The user themselves is responsible for locking the locker and storing the key/data carrier.
- Usual bathing attire must be worn when in the pool area and when swimming. Each user is free to wear or not wear a top. Burkinis may be worn.
- The water attractions offered require care and consideration of the other users.
- Food and drink may only be brought into the pool area for the user's own consumption and may only be consumed in the marked areas. Alcoholic beverages must not be brought into the pool area. Where hospitality is offered, users may not bring their own food and drink into this area.
- The use of sports equipment and toys (e.g. flippers, paddles, snorkelling equipment, diving equipment and diving goggles) is not permitted. The use of swimming goggles is at the user's own risk.
- Jumping from the side of the pool, and pushing or throwing other persons into the pool, are not permitted.
- Beds, chairs and benches must not be reserved for long periods using towels, bags or other items. Staff may remove items left on beds and chairs as required.

### § 5A SPECIAL RULES OF CONDUCT

- Sports may only be played on the areas intended for this use.
- Smoking in the outdoor pool is only permitted outside the changing, sanitary and pool terrace area and play equipment, and only if other guests are not affected. This also applies to electric cigarettes (vapes). Possession, smoking and any other consumption of cannabis is prohibited in all areas of the pool, including open areas.
- Lockers are available for users to use only during the validity period of their admission authorization. There is no entitlement to their use. After closing time, all locked lockers are opened and emptied. The content is treated as lost property. Each pool offers a limited number of long-term lockers that users can rent for a fee until no later than the end of the pool season. The long-term lockers are to be locked with the user's own padlock and emptied at the end of the pool season. Long-term lockers that are not emptied will be opened and the contents treated as lost property.
- The use of diving boards and water slides goes beyond the hazards typical of swimming pool operations; the user must adapt their behaviour accordingly. These facilities may only be used when permitted by staff.
- When using the diving boards, users must ensure that only one person is on the diving board at a time, and that the landing area is clear. After diving, the landing area must be vacated immediately.
- Swimming under the diving boards is prohibited when the diving boards are in operation.
- Water slides may only be used in accordance with the signs displayed. A safe distance must be maintained between sliders and the landing area must be cleared immediately.
- Babies and young children must wear a swimming nappy.

### § 6 LIABILITY IN CASE OF DAMAGE

- The operator is not generally liable for damage caused by the users. This does not apply in the case of liability based on violation of a significant contractual obligation, nor to liability based on damage caused by the user in the form of injury to life, limb or health, nor to damage suffered by the user due to an intentional or grossly negligent breach of duty by the operator, their legal representatives or vicarious agents. Significant contractual obligations are those without whose fulfilment the proper execution of the contract would not be possible and which the user can regularly rely on to be adhered to.
- Significant contractual obligations of the operator include, but are not limited to, use of the pool facilities where these are not partially closed for urgent operational reasons, and participation in the events offered and included in the admission price. The limitations of liability under Para. 1 Sentences 1 and 2 also apply to the vehicles parked in the pool parking spaces. The operator is not liable in the case of force majeure, nor for defects that occur despite the usual care being exercised.
- The user is explicitly advised not to take valuables into the pool. The operator does not guard items of any kind, nor accept any duty of care for valuables that are brought into the pool area despite this warning. The operator is liable for the loss of valuables, cash and clothing only in line with the statutory regulations. The same applies in the case of damage to the items by third parties.
- Placing money or valuables into a locker provided by the operator does not establish any obligations of the operator in relation to such items. In particular, this does not establish safekeeping obligations of any kind. When using a locker, the user bears sole responsibility for locking the locker properly, checking that the lock is securely locked, and keeping the key/data carrier safe.
- In the case of culpable loss of the items provided by the pool operator, the following one-off fees will be charged. In the case of culpable loss of a locker key, the user must compensate the pool operator and pay a fee of EUR 25.00 for a replacement key. The user explicitly retains the right to prove that no damage has occurred at all or that such damage is of significantly lower cost than the one-off fee.
- The operator is not willing or obligated to take part in dispute resolution proceedings before a consumer mediation body.

### § 7 ENTRY INTO FORCE

These House and Bathing Rules enter into force on 1 July 2024 and supersedes the previous version.

Staff and management welcome requests, suggestions and complaints.

We hope you have a great time in our facilities!  
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Wiesbaden, July 2024

  
Management