

GENERAL TERMS AND CONDITIONS (GTC)

General information about the company

Urban Athletics GmbH, represented by Gregor Ortmann, offers services in the area of personal training and rowing training. He can be contacted by phone, on this number: 076 587 82 21 or by e-mail gregor@gregor-ortmann.ch

Conditions

The following conditions apply to all rowing training conducted by Athletics GmbH. With the completion of the contract, the customer confirms that he is aware of these general terms and conditions and is in agreement.

Completion of contract

The contract is sealed with written registration by the customer and written confirmation by Urban Athletics GmbH.

Price and payment details

Current prices are shown on the homepage. Lessons and courses must be paid for in advance. Only then are they definitively booked.

Cancellation of the contract

Cancellation of the booking of individual lessons durch den Kunden must be a minimum of 24 hours prior to the lessons, otherwise the full costs will be charged. Booked courses cannot be cancelled, unless in cases of illness and with proof of a medical certificate. Cancelled course hours cannot be replaced. The fee for an uncompleted course will not be refunded. In the event of cancellation due to adverse weather conditions (storm, fog or heavy rain) we will attempt to reschedule. If reschedule it not possible due to organisational reasons, the missed hours will be credited to the bill. If the lesson has to be interrupted due to weather conditions, the training can be continued on the rowing ergometer.

Courses and single lessons can be transferred to any other person.

Training

Training takes place at the booked time. The time you need to get to the water and back again is also part of the training time. Included as well are video analyses of dry training. A trainer can be replaced by another trainer if he/she is not available at short notice.

Location:

Boathouse at Stämpfli Racing Boats AG, Seestrasse 497, 8038 Zürich

Other locations are possible on request.

Behaviour rules

The instructions of the trainer have to be followed unconditionally and the material must be handled with care. Good swimming skills are necessary. As rowing is an outdoor water sports activity, make sure you take only necessary items, protected in a small waterproof bag, into the boat. Urban Athletics can dismiss participants any time from the training or course if they breach the rules (for example: putting other participants at risk or disruption of the training). In that case no costs will be refunded.

Participants are obliged to inform the trainer of any short-term health restrictions before the start of the training session. Permanent health restrictions have to be reported, in written form, seven days before the first training.

Security

Swiss legislation states that wearing a life jacket outside the shore zone (>300m), on stagnant waters and always on flowing waters is mandatory.

Lifejackets must comply to the standard SN EN 393 or ISO 12402-5 with minimum 75 Newton buoyancy.

The respective national and local regulations apply abroad.

Wearing or carrying of the life jacket is required by law or can be requested by the trainer and has to be obeyed.

Supervision of children and minors

Urban Athletics GmbH duty of supervision is limited exclusively to the duration of the training session. Parents have to make sure that their children appear punctually and are also collected punctually. Urban Athletic GmbH takes no responsibility for children and minors for the time before and after the lesson.

Liability of trainer

Participation in the rowing lessons is at your own risk. Parents are responsible for their children or minors. The trainer is liable for personal injury caused through the trainer's fault. If instructions given by the trainer are not followed, the trainer is not liable. The trainer's liability for damage to property is limited to gross negligence. Claims for inadequate performance must be made in writing within 48 hours, otherwise the performance is considered to be correct. Urban Athletics GmbH is not liable for personal injury or damage of property caused by the customer or other people or pets. Urban Athletics GmbH is also not liable for personal injury or damage to property by leaving the training ground unauthorized or if caused by a child or minor.

Liability insurance

Customers as well as parents or other people responsible for children and minors, who registered for a course, confirm having a valid liability insurance by completion of the contract. Damage to the material caused by incorrect handling by the customer, must be reported by the customer to his insurance company when requested to do so by Urban Athletic GmbH.

Changes on general conditions

Urban Athletics GmbH reserves the right to change these conditions at any time. Changes of the general conditions are only permissible for the customer if the changes are reasonable for the customer, especially if they are minor and objectively justified. The respective valid general conditions are always published on the homepage of Urban Athletics GmbH.

Jurisdiction and applicable law

All disputes arising from this contract, unless otherwise stipulated by law, the place of jurisdiction is Zurich. Swiss law applies to all contracts concluded with Urban Athletics GmbH.

Zurich, February 2023