

House and bathing rules for the lido Strandbad Waidsee

§ 1 Purpose of the house and bathing rules / general information

The Strandbad Waidsee is a public facility of the city of Weinheim.

The house and bathing rules serve the safety, order and cleanliness of the entire area surrounding the public beach/ lido Waidsee. The visitors shall find peace and relaxation. Following the house and bathing rules is therefore in the interest of all users. For that reason, care is to be taken to respect each other and ensure sufficient safety everywhere.

§ 2 Liability of the house and bathing rules

1. The house and bathing rules are obligatory for all users. The following rules apply as part of the contract agreed at the ticket office.
2. Staff members and other representatives of the lido exercise the house rules. Staff instructions or those issued by other authorised personnel is to be followed. Users that violate the house and bathing rules may be expelled from the premises. In these cases, the entrance fee will not be refunded. In addition, a ban from the premises may be issued by the management or their authorised staff members.
3. The house and bathing rules apply for the general bathing operations. Exceptions may be made for special events or the use by certain groups (schools, clubs or other associations) without a necessary suspension of the bathing rules.
4. Political activities, events, demonstrations, distributing printed materials, hanging up placards or notices, collecting signatures as well as using the lido for commercial or non-bathing typical uses are only allowed on the premises (which also include the area outside the entrance and the parking area) with the permission by the operator.

§ 3 Opening hours, prices

1. The opening hours and the applicable prices are disclosed on the notice boards or can be viewed at the ticket office.
2. One hour before the end of business hours (two hours before for divers and surfers), the sale of tickets and admittance is ended for all swimmers. The bathing time ends when leaving the lido, at the latest at the daily end of business hours.
3. The use of the lido may be completely or partially restricted due to organisational, technical, safety- and weather-related reasons. In the case of a restriction or closing of the lido, there is no entitlement to a reduction or reimbursement of the admission fee for single and season tickets.

The opening hours may be extended or shortened due to weather conditions without allowing for any deduction of claims to reimbursement against the operator.

A shortening of the hours can especially occur when:

- the air temperature (day's peak value) does not exceed 16 degrees C,
- it predominantly rains at noon/ in the afternoon.

In that case, the lido will already be closed at 16:00.

The local office for real estate business decides on the extension or shortening of the opening hours. The decision is announced via the notice at the entrance on site or via the lido' phone number.

4. Specific admission requirements and opening hours may be set for conducting school or club swims as well as courses and events for certain groups.
5. An admission fee is required for admittance and usage.
5. After paying the admission fee, each user is issued an admission ticket. The admission ticket issued at the register or the sales receipt issued after the purchase are to be kept until leaving the premises and need to be presented if requested by the bath staff. Single tickets are only valid on the day of redemption and permit a single admittance to the lido. They lose their validity when leaving the lido. Season tickets are only valid for the respective bathing season and are not transferable. 12x tickets are valid for the two bathing seasons specified on the ticket.
6. Change is to be checked immediately, later claims are not recognised.
8. Purchased admission tickets are not reimbursed.
9. Lost, stolen or not-completely used tickets will not be replaced or taken back.
10. Improperly used tickets are confiscated without compensation.

§ 4 Admittance

1. Visiting the lido is generally open to any person; restrictions may be set in certain cases. Admittance to the lido is exclusively permitted via the main entrance / ticket booth.
2. Every user must have a valid ticket or access authorisation for the respective usage area. Users are not permitted to pass on their entrance ticket or access authorisation once they have entered the usage area.
3. The user has to store the admission ticket or access authorisation, locker key or borrowed items in such way that avoids losing them. Specifically, the user is to carry these on him/her, e.g. wristband, when walking along paths and to not leave them unattended. If these guidelines are not followed, the user is seen as liable in the case of any loss. If disputed, the user is required to prove that proper storage was maintained.
4. Groups and school classes may only enter the bath together with the responsible supervisor.
5. Children under the age of 7 may only enter and stay on the premises with a suitable chaperon.
6. Individuals who cannot move or get dressed and undressed without assistance, as well as people with a tendency for cramps and fainting, may only enter the premises with a suitable accompanying persons. Blind persons need to bring an accompanying person along.
7. Persons seeking to use the lido for commercial or other irregular purposes without prior consent will not be admitted.
Any form of commercial activity at the lido, the circulation areas and outdoor facilities (premises), the giving of professional (commercial and non-commercial) swimming lessons or other water sports lessons, is only permitted with the prior consent of the City of Weinheim, Office for Real Estate. Such events may only be held with qualified supervision.
Prior **written** consent in particular applies to
 - providing commercial swimming or water sports lessons

- photography and filming for commercial purposes, as well as for press and television
- the offering of goods or services and the distribution or handing out of printed or other advertising materials.

In the event of non-compliance, members of staff may not allow commercial activities or the holding of professional swimming or water sports lessons. In accordance with house rules, staff may also prohibit non-professional lessons if bathing operations are disrupted or negatively affected.

8. Persons are not permitted to enter who:

- are under the influence (e.g. of alcohol, drugs, medication etc.),
- have brought along pets,
- suffer from a reportable contagious disease (in a case of doubt, a doctor's note may be requested), an open wound or a contractible skin rash.

9. Due to safety concerns, the amount of divers has to be limited to max. 60 persons on busy days. The decision is made by the lido management.

§ 5 Rules of conduct

1. The users are to refrain from any behaviour which is counter to good custom and runs contrary to the maintenance of safety, peace and order.
2. The bath's facilities including the rental equipment are to be handled with care. In the event of improper use or damage, the user is liable for the damage caused. A special cleaning fee may be charged for persons culpable of contamination that goes beyond the normal use. The fee will be calculated on an individual basis according to the cleaning required.
3. If a user discovers any area to be dirty or damaged, he or she is to report this to the bath staff promptly. Belated complaints or protests cannot be considered.
4. Taking photographs of or filming strangers and groups without their consent is prohibited.
5. It is forbidden to:
 - a) bring along water pipes (hookah etc.)
 - b) spit on to the floor or into the bathing water
 - c) shave, cut nails, dye hair etc.
 - d) bring along musical instruments, sound- or video-playback devices or other media
 - e) disturb other bathing guests through noise, singing and whistling, as well as through sports and games
 - f) submerge other persons or cause any other hazardous situations,
 - g) ride bicycles, inline skates, scooters, roller skates or other rideable wheels
 - h) use soap or other cleaning products outside the shower space
 - i) set up tents,
 - j) light and operate open fires for barbecues or as campfires, and also with barbecues or containers, such as disposable grills, braziers etc..
6. Accessing the jetty / pier is forbidden.
7. The lake may only be entered after a preceding shower.
8. Staying at the lido is only permitted with the appropriate swimwear/costume. The management decides whether the swimwear conforms to these conditions.

9. Every user shall adapt their behaviour to the typical dangers present at the bathing site through increased caution.
10. In the case of a risk of thunder and lightening, the water area and sunbathing lawn are to be exited immediately and without prompting. Remaining beneath trees is to be avoided and further instructions by the staff are to be followed without hesitation.
11. The use of protective eye gear (goggles) occurs at your own risk.
The use of sport- and game equipment and gear (e.g. fins, diving gear, snorkels, slacklines) is only permitted with the permission of the supervisory staff and is done at your own risk.
12. Ball games and other sporty exercises are only permitted on the dedicated area on the upper lawn (play field).
13. Food and drink for personal use may be brought along. Bringing along alcoholic beverages is not permitted.
14. Breakable containers (e.g. glass or porcelain containers) may not be brought along.
15. Smoking is only permitted outside the changing rooms and sanitary areas. This also applies to electronic cigarettes/vaporisers. Consideration for others shall be shown outdoors as well. Cigarette butts are not to be left on the sunbathing lawns.
16. Lost property that is discovered shall be handed over to the staff and will be treated according to the legal stipulations.
17. Wardrobe lockers and/or safety boxes are only provided to the user for the duration of the right to admission. There is no basic entitlement to their use.
At the end of the season, all wardrobe lockers and safety boxes that are still locked are opened and emptied. The content is treated as lost property.
18. Accessing the ticket offices, the facility rooms, the staff area and all rooms that accommodate technical facilities is not permitted for the guests.
19. Vehicles and bicycles shall be parked outside the lido on the provided parking area.

§ 6 Liability

1. The operator is generally not liable for any user damages. This does not apply for liability regarding a breach of the essential contractual duties and liability due to damages to the user based on injury to life, limb or health. Nor does it apply for damages to the user due to a premeditated or grossly negligent breach of duties by the operator, his auxiliary persons or legal representatives. Essential contractual duties are those whose fulfilment enable a proper implementation of the contract and which the user can regularly trust to be fulfilled.
2. The operator's essential contractual duties include, but are not limited to, the use of the bathing facilities, as long as these are not partially closed due to compelling operational reasons. The limitation of liability as per Par. 1, lines 1&2 also apply to the vehicles and bicycles located in the parking area.
3. The user is explicitly urged to refrain from taking any valuables to the lido.
No obligation for surveillance or due diligence are assumed by the operator. The operator is only liable for the loss of valuables, cash and clothes according to the legal stipulations. This also applies to damages to property by third parties.

4. Storing clothes, money or valuables in a wardrobe locker and/or safety box provided by the operator, does not imply any responsibility of the operator regarding the stored items. In particular, this does not constitute any safekeeping duties. When using the wardrobe lockers and/or safety boxes, the responsibility of properly locking, checking the lock and carefully holding on to the keys solely lies with the user.
5. In the case of a culpable loss see. § 4, (3) of locker keys or borrowed equipment, a fixed amount is charged, which does not exceed the damages that may be expected from the typical course of events. The respective amount is marked on the current price list. The user is explicitly permitted to prove that the damage did not occur or that it is significantly less severe than the fixed amount.

§ 7 Special regulations

The Waidsee is divided into different areas.

Non-swimmer area (Supervised)

- Depth up to 1.35 m -

Area within the red-white floating lines. Lifeguards are on duty here.

Non-swimmers may only swim in this area.

Swimming aides may only be used in this area.

Swimmer area (Supervised)

- Depth up to 5 m -

Area within the yellow buoy lines. Lifeguards are on duty here.

- Depth up to 20 m -

Area between the yellow and orange buoy lines.

Immediate rescue is possible here only under difficult to impossible conditions due to the depth of the water.

The use of rubber boats, air mattresses other large inflatable toys is only permitted in this area. If the bathing facility is being used heavily, the supervisory personnel may limit or prohibit their use..

Watersports area (No supervision)

- Depth up to 30 m -

Area outside the orange buoy line.

This area of the water does not belong to the Strandbad.

Swimming is not permitted in this area.

Use of surfboards, stand-up paddle boards etc. is permitted only in this area and is at your own risk.

Weinheim, 08.11.2019

Just
Mayor