

## I. General terms and conditions

1. The house and bathing rules and regulations serve to ensure the safety, orderliness and cleanliness of the bathing and swimming pool facilities of Stadtwerke München GmbH (SWM). In the context of these house and bathing rules and regulations, bathing and swimming pool facilities (also referred to as "swimming pools" or "baths") are the swimming pools, saunas and sweat baths, the ice rink and fitness facilities, including the entrance areas and outdoor facilities.
2. The house and bathing rules and regulations apply to the general bathing, swimming, sauna, ice skating and fitness facilities and operations and are binding for all guests. With the purchase of the admission ticket or admission by means of monetary value, monthly, club or school card, each guest accepts the house and bathing rules and regulations, as well as all other regulations for safe and orderly operation.
3. The staff and, if necessary, other authorized representatives of the baths and swimming pools shall exercise the domiciliary rights vis-à-vis all guests. Guests who violate the house and bathing rules and regulations may be expelled from the bathing and swimming pool facilities. In such cases, the entrance fee will not be refunded. The guest is expressly permitted in such cases to prove that SWM is entitled to receive no remuneration or a substantially lower remuneration than the admission fee paid. In addition, SWM or its authorized representatives may ban the customer from the premises. Individual instructions issued by staff must be adhered to.
4. The facilities are to be treated with care. In the event of improper use or culpable damage, the guest shall be liable for the damage. In the case of culpable contamination, a special cleaning fee may be charged. The amount of the fee shall be determined on a case-by-case basis according to expenditure.
5. Any soiling or damage to equipment must be reported immediately to the supervisory staff.
6. Guests must show consideration for each other and refrain from doing anything that contravenes or infringes on the interest of good moral conduct and the maintenance of safety, tranquility and order. Sexual acts and depictions are strictly prohibited and will be reported to the police. Respect must be shown to all guests! Racism and any form of discrimination have no place in the M-Bäder and will be reported to the police if necessary.
7. Smoking and the use of e-cigarettes is not permitted in the indoor areas of the bathing and swimming pool facilities or in the outdoor areas of the saunas and sweat baths. Smoking and use of e-cigarettes is permitted in the outdoor pools and outdoor areas of the indoor swimming pools and only outside the changing and sanitary areas and not in the vicinity of the bathing areas (especially pool surrounds) as well as of the children's areas (paddling pools, play areas). The provided ashtrays are to be used. The sunbathing lawns are to be kept clear of cigarette butts and kept clean. The possession and consumption of shisha tobacco or cannabis is prohibited in all areas of the bathing and swimming pool facilities, including outdoor areas.
8. Containers / bottles, jars, etc. made of glass or porcelain cannot be brought into the premises of the bathing and swimming areas.
9. Lost property must be handed over to the staff immediately. The disposal of the lost property is carried out according to the legal provisions.
10. It is not allowed to use musical instruments, sound reproducing or television devices if this would cause a nuisance to the other guests.
11. Photography and filming for commercial purposes and for the press requires the prior approval of SWM. The photographing and filming of strangers and groups is generally not permitted without their consent. This also applies to the use of camera phones and all other electronic devices with camera function.
12. Staff will take note of any wishes, suggestions and complaints.
13. Guests are required to use the available trash receptacles according to the affixed instructions.
14. Guests must have admission tickets or access authorizations as well as the documents issued by SWM (e.g. keys for checkroom lockers, individual booths, card deposit boxes, or strong boxes for valuables) at hand or stored in such a way that a loss is avoided. Keys for wardrobe lockers, individual cabins, card deposit boxes and strong boxes are to be kept on the body during the stay in the bath and must be to hand when you are visiting and using the baths and swimming pools and must not be left unattended.
15. Lost keys must be replaced (see price sheet). This does not apply if the guest is not responsible for the loss. The guest shall be permitted to prove that no or significantly lower damage than the flat-rate charge shown in the price sheet has occurred.
16. In the event of the loss of a key, the items in the respective wardrobe, the single cabin, the card deposit box or the strong box will only be handed over to the person who can prove that he/she is authorized accordingly.
17. Any form of commercial activity by third parties in the operating facilities and circulation areas (premises, open areas) of SWM as well as the providing of professional (including non-commercial) swimming lessons, training or any other animation is only allowed after obtaining the prior approval of SWM. In the event of violations, the staff is authorized to prohibit carrying out the commercial activity or professional swimming lessons / training / animation. The assessment as to whether a commercial activity is given or professional swimming lessons / training / animation is being carried out, is the responsibility of the SWM. Indications as to whether professional lessons / training or animation are being given include: the participation of several people; events being held on a regularly recurring basis; remuneration of the training management; appropriate training of the training management. In the event that non-professional lessons or instructions / training / animation disturb the bathing and swimming pool operation, this can also be forbidden by the bath staff according to the domiciliary rules and regulations.
18. The holding of sports and other events is only allowed after obtaining the prior consent of SWM.
19. The use of the operating facilities and traffic areas (land) of SWM for advertising space, the attachment of advertising material (e.g. posters) as well as the display of flyers is only allowed after obtaining prior permission of SWM.

## II. Opening hours and access

1. The opening hours and the visiting hours are publicly announced and can be viewed at the respective bath and pool facilities. The opening hours of outdoor pools may be extended or shortened due to weather conditions. Under unfavourable weather conditions, the outdoor pools may be closed all day. Claims against SWM cannot be derived from this.
2. SWM reserves the right to deny the use of the pool or parts of the pool for example due to school or club swimming, course offerings, events or technical defects. In such cases, there is no entitlement to a refund or reduction of the admission fee.
3. Access is not permitted, among other instances, for:
  - Persons who are under the influence of intoxicating substances (including cannabis),
  - Persons with open wounds or who have suffered from a reportable communicable disease (in case of doubt, the presentation of a medical certificate may be required),
  - Persons accompanied by animals,
  - Persons endangering themselves or others,
  - Persons who display marks or symbols (e.g. on articles of clothing or as tattoos), whose symbolism, manufacture or distribution are associated with the generally accepted view of the right-wing extremist environment.
4. Children under 8 years of age are allowed to enter only if accompanied by an appropriate, responsible accompanying person over 16 years of age. Further regulations and age restrictions (e.g. for sauna areas and water slides) are possible.
5. The persons accompanying children are responsible for their behavior and shall ensure that the child, especially in the wading pool area, does not suffer any damage or injury. Furthermore, it must be ensured that the number of children to be cared for per accompanying person is appropriate and reasonable for these activities.
6. Girls may be admitted to the changing area and the shower room for men only up to the age of seven. The same applies vice versa to boys in the ladies' areas.
7. Persons under 16 years of age may only enter sweat baths, saunas and nudist areas in accompaniment of an adult.
8. The following rules apply to the skating rink: During daytime skating hours, children under 6 years may only use the artificial ice rink when accompanied by persons over 14 years of age. Children over 6 years of age may only use the ice rink during evening skating hours when accompanied by their parent or guardian. These restrictions do not apply to special uses outside the public ice skating area.
9. Persons who, due to their physical and mental condition, are subject to assistance (undressing and dressing, etc.), may be allowed to enter and stay only when accompanied by a suitable escort.

### III. Use of the swimming pools

1. Guests wearing street shoes are not allowed to use the barefoot corridors, shower rooms and swimming pools.
2. Use of and the stay in the wet area is permitted in suitable swimwear. The primary sexual organs are to be covered. The decision as to whether swimwear meets the respective requirements is up to the staff. For babies and toddlers special swim diaper panties are mandatory.
3. Before using the pools, the body must be cleaned. Personal care that extends beyond this (e.g. shaving, manicure / pedicure, hair colouring) is not allowed for hygienic reasons.
4. Swimming and diving pools – with the exception of non-swimmer pools – may only be used by experienced swimmers. Non-swimmers are only allowed to use the non-swimmer pools, toddlers may only use the wading pools. Buoyancy aids and buoyancy aids for non-swimmers are only allowed to be used in the non-swimmer pool.
5. It is not permitted to reserve chairs and resting couches. If necessary, the staff is required to vacate reserved relaxation lounges.
6. Every guest must be aware of the hazards typical of a bathing and swimming pool facility and exercise increased caution.
7. The use of diving boards, wave facilities, flow channels and water slides extends beyond the hazards typical for bathing and swimming pool operations. Persons making use of these features must adapt their behaviour accordingly.
8. The use of diving facilities is only allowed after approval by the supervisory staff.
9. When diving it is imperative to ensure that the diving area is free and only one person accesses the diving board. After diving, the diving area must be left immediately.
10. When the diving facility is open it is not permissible to swim or dive underneath this area.
11. Slides may only be used according to the signage. The safety distance must be observed. The slide exit area must be vacated immediately after using the slide.
12. Diving is allowed only at the diving facilities. Diving in from the edge, pushing or throwing other people into a pool or the Isar canal flowing through the area of the Naturbad Maria Einsiedel (natural open air swimming pool) is prohibited.
13. The use of sports and play equipment (e.g. swimming fins, diving goggles, snorkeling devices, water balls) requires the approval of the supervisory staff. The use of eye protection goggles (swimming goggles) is at your own risk. Apnoea and / or distance diving (also without devices) is generally prohibited in public bathing and swimming facilities.
14. Ball games may only be played in the designated areas.

### IV. Use of the saunas / sweat baths

1. Every sauna guest is obliged, before the beginning of the sauna bath, to undertake a thorough body cleansing.
2. The use of the sauna and sweat room areas is only allowed with a body-sized towel to lie on, and unclothed.
3. The sauna and sweat bath areas are textile-free zones.
4. Out of consideration for other visitors, every guest in the sweat room areas should remain calmly in place.
5. Infusions may only be performed by the facility staff.
6. Please cleanse the body of sweat before using the immersion pools.
7. Visitors to the gastronomy area must wear a bathrobe or a wrapped towel covering the body.
8. Relaxation lounges may only be used with a bathrobe or a dry bath towel enveloping the body.
9. For safety reasons bathing shoes, slippers or sandals worn in the bathing and swimming pool areas are to be taken off in front of the saunas and sweat rooms (please refer to signs at each facility for any potential exceptions).
10. It is not permitted to touch the furnace or to undertake any handling or adjustment of the thermostats, thermometers and other equipment of the sweat rooms.

11. For hygienic reasons, seat mats / seat cloths may be used in steam and hot-air rooms made of ceramics or plastic. As available, please clean the seating surfaces with water hoses provided.
12. In rest rooms, everything should be avoided that could disturb and / or interfere with the other guests resting.
13. Mobile devices are not allowed in the entire sauna area.
14. Given the special conditions in saunas and sweat rooms (e.g. higher room temperatures, dimmed lighting, stepped benches and different heat sources) special caution is required on the part of sauna users.

### V. Use of the artificial ice rink

The following is not permitted:

- Fast skating, hacking, chain running, jumping or leaping figures.
- Skating against the general skating direction.
- Dipferltanz dancing involving more than three people (applies only outside the ice skating dancing times).
- Sitting on the edge of the ice rink as well as climbing over the boards and the fencing.
- Smoking on the ice.
- The use of speed skates during the public ice skating hours.

### VI. Liability

1. Liability on the part of SWM for damages, irrespective of legal grounds or reasons, shall be excluded. This shall not apply if the breach of duty is due to intentional or gross negligence on the part of SWM or its legal representative, or vicarious agents, or if these are violations of the law impacting on life, limb or health, or in the instance of the infringement of essential, material contractual obligations. Essential contractual obligations are such obligations, the fulfillment of which is necessary for the proper fulfillment of the contract in the first place and on whose compliance the guest may regularly rely on. The compensation for damages for the violation of essential contractual obligations is limited to the foreseeable damage typical for this type of contract.
2. In particular, but not exclusively or limited to, the following shall be deemed to be essential, material contractual obligations of SWM: the granting of the right to use the bathing and swimming pool facilities, as far as the bathing and swimming pool facilities are not closed or restricted for operational reasons.
3. SWM does not assume any custodial or due diligence obligations with regard to items brought to the facilities by the guests, including valuables. Guests are expressly advised not to take any valuables into the bathing and swimming pool areas and facilities.
4. The deposit of money or objects of value in SWM's provided wardrobe lockers, single booths, card deposit boxes, or strong boxes does not constitute any obligations on the part of SWM with regard to the respective money / valuables deposited. In particular SWM does not assume any custodial obligations. It is the responsibility of guests when using a wardrobe, a single booth, a card deposit box and / or strong box to close them properly, to check and ensure the secure closure of the respective device and to handle and safekeep keys or data carriers with due care.
5. Any events causing damages must be reported immediately to the staff.
6. Accompanying persons are liable for the children they accompany within the scope of the duty of supervision.

### VII. Exceptions

In connection with special events as well as school and club swimming, it is possible that SWM may permit exceptions to these house and bathing rules and regulations.

### VIII. Resolution of consumer disputes, place of jurisdiction

With regard to the settlement of disputes involving consumer contracts in the field of M-Bäder, SWM is required and willing to participate in the arbitration process at the Universal Arbitration Board of the Federal Center for Arbitration e.V., Strassburger Strasse 8, 77694 Kehl am Rhein, Internet [www.verbraucherschlichter.de](http://www.verbraucherschlichter.de), [mail@universalschlichtungsstelle.de](mailto:mail@universalschlichtungsstelle.de), fax 07851 7957941. The prerequisite for this is that you have contacted SWM and no mutually satisfactory solution has been established.