

TERMS AND CONDITIONS OF NEW YORK CLIMBING SL (HEREAFTER NYC SL)

1. INFORMED CONSENT

To access NYC SL facilities, users are required to register online or at the reception desk and give their express acceptance of the established rules. Entry to the facilities implies acceptance of all applicable conditions and policies.

NYC SL guarantees compliance with all applicable safety regulations, holding all necessary certifications, licenses, and permits, which are available to users for review.

The user and/or their legal representative DECLARES and WARRANTS that:

- a. The user possesses the physical and mental fitness necessary to participate in climbing activities. You declare that you do not suffer from any illness, condition, or physical or mental limitation that could compromise your safety or that of other participants during the activity. You also agree to inform NYC SL of any changes in your health that could affect your ability to safely participate. You further acknowledge that you have received and understood all relevant information regarding the risks associated with the activity.
- b. The user and/or their legal representative acknowledge and accept that participation in climbing activities involves inherent risks that may result in physical injury, illness, permanent disability, or even death. These risks are not limited to those mentioned and may include other unforeseen events. The user voluntarily assumes all associated risks, understanding that NYC SL cannot control all risk factors. It is strongly recommended that the user evaluate their physical and mental condition before participating, and consult a medical professional if they have any doubts about their ability to safely participate in these activities.
- c. The user and/or their legal representative acknowledge and accept that climbing entails inherent risks that cannot be fully controlled by either the user or NYC SL. The user assumes full responsibility for any negative consequences that may arise during their participation in climbing activities. NYC SL and its employees are exempt from all liability, except in cases of gross negligence, bad faith, or lack of due diligence on the part of NYC SL. This exemption does not affect the consumer's inalienable rights under applicable law.
- d. In the event that you experience a health problem during your stay at our facilities, NYC SL undertakes to provide immediate assistance limited to basic first aid. This assistance will be provided by our employees, who are not medical professionals. In addition, relevant emergency services will be contacted if the situation requires it. NYC SL assumes no responsibility for the quality or results of this assistance, beyond acting with diligence and good faith. Users are recommended to have personal medical insurance to cover any eventualities that may arise.



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I declare that I have read, understood, and fully accept the terms and conditions set forth above. By checking this box, I confirm that I have been duly informed of the risks inherent in the climbing activity and that I voluntarily assume all associated responsibilities. I understand that my participation is subject to these terms and that any failure to comply could result in the revocation of my privileges to use the facilities.

2. RESPONSIBILITY TO RESPECT THE SAFETY OF ACTIVE CLIMBERS

- a. I will NOT walk beneath an active climber for ANY REASON, as this poses a significant risk to the safety of both myself and the active climber.
- b. I understand and acknowledge that an active climber ALWAYS has the right-of-way at all times, and I agree to yield to this right-of-way.
- c. I will maintain a prudent and safe distance from active climbers, both on the ground and during my own climbing, to avoid collisions or interference.
- d. If I am on the ground and an active climber falls on me, I assume FULL responsibility for any resulting accident, injury, and/or damage, releasing NYC SL from liability under the terms and conditions set forth herein. I acknowledge that my presence on the premises implies acceptance of these risks inherent to climbing activities.

3. RESPONSIBILITY TO FOLLOW STAFF INSTRUCTIONS

- a. Compliance with Instructions: I agree to follow all instructions provided by NYC SL staff immediately and without exception, to ensure safety and order on the premises.
- b. Communication of Concerns: If I have any questions or concerns, I agree to raise them immediately and courteously with the staff, ensuring effective and respectful communication.
- c. Leaving the Facility: I agree that if I am asked to leave the facility for any reason, I will do so immediately, regardless of my membership status, to maintain a safe and orderly environment.
- d. Consequences for Non-Compliance: I understand that persistent failure to comply with staff instructions may result in the cancellation of my membership without a refund, as a measure to preserve the safety and well-being of all participants.

4. RESPONSIBILITY WHEN CLIMBING WITH MINORS

- a. Consent and Supervision: Minors may only enter NYC SL with the consent of a parent or other legal guardian. Parental or legal guardian consent must be documented and verifiable before allowing access to minors.
- b. Constant Attention: Children are extremely active, and adults must pay close attention to them at all times. Adults must actively supervise minors, specifying that they must be attentive to the children's activities at all times to prevent accidents.
- c. Safety Guidelines: It is the responsibility of the supervising parent or guardian to ensure that their child does not walk or run under active climbers, as well as to ensure that the child follows the other safety guidelines in this document.

- d. **Mandatory Accompaniment of Young Minors:** Children under 14 years of age must be under the direct supervision of an adult at all times, without exception.
- e. **Optional Accompaniment of Older Minors:** Minors between the ages of 14 and 17 are permitted to climb without direct adult supervision, provided that prior express written consent has been obtained from a parent or legal guardian permitting them to climb, as well as their acceptance of this informed consent. Furthermore, it is recommended that parents or guardians review and understand all terms and conditions related to safety and responsibilities inherent to the climbing activity and maintain ongoing communication with NYC SL staff to ensure compliance with safety regulations.
- f. **Supervisory Limit:** An adult may supervise a maximum of three children, to ensure adequate supervision.

5. RESPONSIBILITY TO KEEP THE GYM CLEAN

- a. It is prohibited to soil, stain, scratch, write on, or deface any climbing wall, bench, or other gym property. Those responsible for damage will be responsible for the costs of repair.
- b. If you soil anything, clean it up immediately. Any debris must be cleaned up immediately. Trash must be deposited exclusively in designated containers.
- c. Smoking is prohibited throughout the gym. If smoking is necessary, it must be done outside the gym premises, on the other side of the street.
- d. Eating or drinking on the mats and/or outside the designated areas is prohibited, and each user is responsible for collecting any waste generated.
- e. Personal belongings (phones, shoes, clothing, etc.) must be stored under the benches or in lockers, and never on the mats.
- f. Climbing and/or walking barefoot is not permitted anywhere in our facilities, except in the shower.
- g. Climbing and/or walking on the mats in street shoes is not permitted.
- h. Climbing shoes must not be worn in the bathroom.
- i. If you notice blood anywhere on the facilities, whether on a climbing hold, on the surface of a wall, or in any other area, you must immediately report it to a NYC SL staff member. If you are bleeding, you must stop your climbing activity immediately and seek appropriate care. Climbing while bleeding is not permitted to ensure the safety of all participants and maintain the hygiene of the facilities.
- j. Your shirt must be kept on at all times to respect all gym users.

6. OTHER TERMS AND CONDITIONS

- a. **BULLYING IS NOT ALLOWED!** NYC SL maintains a zero-tolerance policy toward bullying and any form of harassment. Any member who engages in such behavior will be immediately removed from the facility. In addition, NYC SL reserves the right to terminate the offender's membership without refund and to take legal action if deemed necessary.

This policy is in place to ensure a safe and respectful environment for all participants. Incidents of bullying must be immediately reported to staff for evaluation and appropriate action.

b. Authorization for Use of Images: By accepting these terms and conditions, you grant NYC SL the non-exclusive, transferable, and sublicensable right to capture, store, and use photographs and videos in which you (and/or, if relevant, your children) appear. These images may be used on various social media platforms and for marketing purposes, including online or print advertisements and billboards. You acknowledge that you will not receive any compensation for the use of these images. Furthermore, we guarantee that the use of the images will be in accordance with current regulations on personal data protection, ensuring respect for the privacy and dignity of the individuals portrayed.

c. Pricing Policy: Prices for our services are available at the reception desk, as well as on our website and mobile app. In the event of a discrepancy between the prices displayed on different platforms, the lowest price will apply until the discrepancy is rectified. This policy seeks to ensure transparency and trust in our rates. Furthermore, we reserve the right to correct any typographical or publication errors in prices without prior notice, always ensuring clear and timely communication with our customers.

d. Refund Policy: No refunds will be issued for any reason. However, in the event of a medical condition duly documented by a medical certificate, paid classes may be rescheduled for a later date, and active memberships may be put on hold. The medical certificate must be presented within 7 days of the incident to be considered valid. This policy seeks to ensure flexibility for our clients while maintaining the integrity of our operations.

e. Hours: NYC SL operating hours are available at the reception desk, as well as on our website and mobile app. In the event of a discrepancy between platforms, the most restrictive hours will prevail. Users are advised to check the schedules before planning their visit to avoid inconveniences.

f. Equipment Rental: Rented climbing shoes must be returned immediately after the climbing activity ends and under no circumstances may they be removed from the building. If rental shoes are returned in unsuitable condition (such as dirty, torn, or damaged in any way), a replacement fee of 75 euros will be applied. This fee will be automatically applied to the payment method registered in the system. Users are advised to check the condition of their shoes before use and report any defects to staff to avoid undue charges.

By renting equipment, the user declares that they know and understand the basic techniques necessary for its correct use. The user assumes all risks associated with participating in activities at the climbing wall without the supervision of a professional technician. During the rental period, the user will be responsible for any damage or malfunction that may occur to the equipment due to negligent or improper use.

g. Personal Belongings: NYC SL is not responsible for the loss, damage, or theft of personal belongings anywhere on its premises, including parking areas and lockers. Users assume full responsibility for their personal belongings while on the premises. Users are advised not to leave valuables unattended and to use the lockers provided to store their belongings. Although lockers are available for added security, NYC SL does not guarantee the complete protection of items stored in them.

h. No Climbing While Intoxicated: Access will be denied to anyone who, in the judgment of NYC SL staff, shows obvious signs of being under the influence of drugs or alcohol. This measure is taken to ensure the safety of all users and the proper operation of the facilities. Staff are trained to identify behaviors that may indicate intoxication, and their decision is final. In case of disagreement, the user may request a review by a supervisor, but must leave the premises while the review is being conducted. This policy is strictly enforced to maintain a safe and respectful environment for all participants.

Article 33 of Law 14/2010, of December 3, on Public Shows, Recreational Activities, and Public Establishments of the Generalitat, regulates the right of admission, allowing establishments to establish conditions for the entry and presence of individuals. In the case of NYC SL, the right of admission is reserved to prohibit the entry or presence of individuals under the influence of drugs or alcohol, carrying weapons or any dangerous object, or who do not respect the establishment's rules. Entry is also prohibited for those who create situations of danger or discomfort for the public or staff. This regulation seeks to guarant

i. Prohibited Access Areas: Access to restricted areas within NYC SL facilities is strictly prohibited. These areas include, but are not limited to, the interior of the climbing walls, roped-off areas, private areas, and any areas marked "authorized persons only," "no entry," or anything similar. Violation of this rule may result in immediate expulsion from the facility and revocation of membership without refund. Furthermore, any damage or incident caused by unauthorized access will be the sole responsibility of the violator, who will be liable for any legal and financial consequences.

j. No Unauthorized Classes: Only NYC SL employees or individuals specifically authorized by management are permitted to teach classes within the facility. Any individual, business, or organization, whether profit or non-profit, that does not comply with this rule and is receiving compensation for teaching classes without proper authorization will be required to leave the facility immediately. Additionally, your right to access the facilities may be revoked indefinitely, without the right to any compensation.

This measure seeks to ensure the quality and safety of the classes offered, as well as to protect the interests of our users.

k. Modification of Terms: NYC SL reserves the right to modify these Terms and Conditions at any time. Users will be notified of any changes via email and/or online notification at least 30 days before they become effective. Users will have the opportunity to review the changes and, if they do not agree, may terminate their contractual relationship without penalty before the new terms become effective. Continued use of the facilities after the effective date of the changes will constitute user acceptance of the changes.

l. Privacy Policy: Our full privacy and data protection policy is available on our website, www.nyclimbing.com/privacy-policy. This details how we collect, use, store, and protect your personal information, in compliance with the European Union's General Data Protection

Regulation (GDPR). We encourage you to review this policy to understand your rights and our obligations regarding your personal data. If you have any questions or concerns about our privacy policy, please contact our customer service team through the means provided on the website.



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I confirm that I have read, understood, and fully accept the terms and conditions set forth herein, as well as the privacy policy available on our website. By accepting this document, I agree to all its terms and conditions. I acknowledge that any failure to comply with them may result in the termination of my membership and/or prohibition of access to NYC SL facilities. Furthermore, I understand that my acceptance implies a legal commitment and that I have had the opportunity to ask any questions by emailing info@nyclimbing.com before signing.

CUSTOMER DETAILS

First Name(s): Mitch
Last Name(s): McDermott
Date of Birth: 29/08/1995
NIE/TIE/Passport: N/A

Phone: +41798576108
Email: mitchmcdee@gmail.com

Emergency Contact Name: Kelsey Jack
Emergency Contact Phone: +41782606535

COMPANY DETAILS

New York Climbing SL (NIF: B19890581)
Calle Antonio Mora Ferrández, Número 43
Planta 03, Puerta 6
03202 Elche (Alicante)
España



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Date: 06/03/2026

PRIVACY AND DATA PROTECTION POLICY

In compliance with the GDPR, we inform you that your personal data will be processed by New York Climbing SL (hereafter NYC SL) as the data controller. The purpose of this processing is to maintain the relationship with the user, manage, administer, provide, and improve the services offered. Your data will be stored for the duration of the contractual relationship or for the years necessary to comply with legal obligations. You have the right to access, correct, and delete your data, as well as other rights, by contacting NYC SL at info@nyclimbing.com. Data will not be transferred to third parties except under legal obligation.

By providing your personal data, you expressly consent to receive commercial and advertising communications from NYC SL. These communications are intended to inform you about NYC SL promotions and services. This consent is granted in accordance with the General Data Protection Regulation (GDPR) and Organic Law 3/2018 on the Protection of Personal Data and the Guarantee of Digital Rights, as well as Law 34/2002 on Information Society Services and Electronic Commerce, especially with regard to electronic commercial communications. The user may revoke this consent at any time, easily and free of charge, through the means provided by NYC SL for this purpose.

Who is responsible for the processing of your personal data?

The controller of your personal data is NYC SL, a company registered in Spain. Our registered office is located at Calle Antonio Mora Ferrández, number 43, Floor 03, Door 6, Post Code 03202, Elche, province of Alicante. For any questions related to data protection, you can contact us by email at info@nyclimbing.com or by calling 634 339 328.

Who is the Data Protection Officer?

The Data Protection Officer (DPO) is responsible for supervising and ensuring compliance with current regulations regarding personal data protection. This professional acts as the point of contact between the organization and the Spanish Data Protection Agency, ensuring that the necessary measures are implemented to protect the privacy of user data. For any questions or to exercise rights related to data protection, you can contact the DPO at the NYC SL postal address or by email at info@nyclimbing.com.

How did we obtain your personal data?

We obtained your personal data through previous interactions you have had with NYC SL. This may include your membership status, your registration for our activities, or your request to receive promotional information about our activities. All data has been collected in accordance with current data protection regulations, ensuring that it has been obtained in a lawful, fair, and transparent manner. If at any time you wish to know more details about the processing of your data or exercise your rights of access, rectification, erasure, or objection, you can contact our data protection officer through the channels indicated in our privacy policy.

What personal data do we process?

1. Basic Data: First and Last Name; National Identity Document (DNI); Tax ID Number (NIF/CIF/NIE/TIE); Email Address; Telephone Number; Date of Birth; Purchase History

2. Additional Data: Information voluntarily provided during future interactions with NYC SL; Data shared through social networks or applications, subject to the user's privacy settings and the policies of each platform.

Why do we process your personal data?

1. Service Improvement: We use your data to optimize and personalize the services offered by NYC SL.

2. Informative Communications: We send relevant information about NYC SL by phone or email, even after the end of our relationship, unless you indicate otherwise.

3. Event Invitations: We use your data to invite you to events organized by NYC SL.

4. Satisfaction Surveys: We conduct surveys to evaluate and improve customer satisfaction.

5. Promotional Communications: We send promotional communications about activities similar to those you have participated in. You can opt out of receiving these communications at any time by sending an email to info@nyclimbing.com or by contacting the Data Protection Officer.



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