

# REGULATIONS OF THE WATER PARK IN KRAKOW

## (version in force as of 17 July 2023)

### §1. – PRELIMINARY PROVISIONS AND DEFINITIONS

1. These Regulations specify the rules for entering and staying on the premises of THE WATER PARK IN KRAKOW, located at the following address: ul. Dobrego Pasterza 126, 31-416 Kraków, as well as the principles of service provision by the owner and operator of the Water Park in Krakow.
2. THE WATER PARK IN KRAKOW is owned and managed by Park Wodny w Krakowie S.A., ul. Dobrego Pasterza 126, 31-416 Kraków [National Court Register (KRS): 0000299207, Tax Identification Number (NIP): 9451958299, National Register of Economic Units (REGON): 356389500].
3. The following terms shall have the meanings assigned thereto here:
  - 1) **Regulations** - these Regulations,
  - 2) **Administrator** - Company Park Wodny w Krakowie S.A. (data in paragraph 2 above),
  - 3) **Water Park** – a facility located in Kraków at ul. Dobrego Pasterza 126, which includes spaces and areas for recreation and training as well as other spaces and service areas in accordance with the current development plan, together with an external fenced area (Park Station).
  - 4) **Indoor Pool Area** – a part of the Water Park space comprising a set of swimming pool basins together with water playground equipment and other attractions.
  - 5) **Saunarium** – a part of the Water Park area comprising a set of saunas and other sauna-related equipment. Entry to the Saunarium is only possible via the Indoor Pool Area.
  - 6) **Park Station** – a seasonally open, fenced area located outside the Water Park facility including a beach, water playground, refreshment points - equipped with deckchairs and other rest and recreation equipment and attractions.
  - 7) **FitPark Club** – a part of the Water Park area, which includes a gym and workout rooms.
  - 8) **Website** – <https://www.ParkWodny.pl/> - a website providing important information for Water Park customers, including information on the opening hours of the facility, current offers, promotions etc.
  - 9) **Information Desk** – a designated place in the main hall of the Water Park in Krakow where customers may obtain information on the facility's services. Contact us by telephone: 12 61 63 190, email address: [biuro@parkwodny.pl](mailto:biuro@parkwodny.pl)
  - 10) **Price List** – a summary of the current prices for entry to the Water Park and services provided by the Administrator in the Water Park published on the Website and available at the Information Desk. All prices are given in gross amounts.
  - 11) **Staff** – the Administrator and those employed by the Administrator to operate the Water Park (including lifeguards, swimming instructors, sauna masters, trainers, support staff, security).
  - 12) **Customer** – a person using the services provided by the Administrator in the Water Park. Depending on the context used in the Regulations, the Customer is both a natural person and a legal person or an organisational unit with legal capacity.
  - 13) **Consumer** – a natural person entering into a legal transaction with the Administrator that is not directly related to their economic or professional activity.
  - 14) **Car Park** – a designated area outside the Water Park, located opposite the main entrance to the Water Park, intended for Customers to leave their cars for the duration of their use of the Water Park services.

### §2. – ENTERING AND STAYING IN THE WATER PARK - BASIC RULES

1. These Regulations apply to all persons staying within the area of the Water Park. These Regulations apply in all areas and spaces of the Water Park, regardless of any other additional rules and instructions assigned to the area or room. **Before entering the Water Park, it is essential to read these Regulations and abide by their provisions throughout the entire stay in the Water Park.** The Regulations are displayed in the Water Park (main hall - ground floor) and published on the Website.
2. Additional regulations and instructions apply in the individual areas of the Water Park, including the FitPark Club Regulations, Saunarium Regulations and Park Station Regulations. The Regulations are published before the entrance to the area/room in which given bylaws apply. It is imperative that every Customer familiarise themselves with the Regulations before entering the area/room and comply therewith throughout their stay in the area/room. The Regulations of the Car Park shall apply within the area of the Car Park.
3. Individual attractions and equipment within the Water Park shall be subject to detailed instructions or rules of use, including, among other things, the specification of the minimum age of the user. It is essential that each user read and follow the instructions or rules of use before using the device/attraction in question. The same applies to any other information and designations in the Water Park.
4. All devices made available to Customers shall have the required approvals and be safe to use - subject to the provisions of the Regulations and the rules of use set out in the individual instructions.
5. It is the responsibility of the carer or group leader to ensure that group participants are familiar with the Regulations and instructions. The Administrator does not guarantee access to all areas, attractions and facilities of the Water Park at all times, in particular due to the need for repairs or maintenance. Any person intending to use the services of the Water Park may

obtain information on the range of services provided at a given time or on the occurrence of restrictions at the Information Desk.

7. All persons staying within the area of the Water Park are obliged to immediately obey announcements made and instructions given by the Staff.
8. **Within the entire area of the Water Park it is prohibited to:**
  - 1) smoke cigarettes, other tobacco products, electronic cigarettes and other similar products - except in designated places outside the facility,
  - 2) bring in alcoholic beverages and consume alcoholic beverages except in designated places,
  - 3) bring in and using drugs and any other substances with similar effects,
  - 4) allow the entry of persons whose condition indicates the consumption of alcohol or other substances impairing or limiting judgement or causing unnatural behaviour,
  - 5) bring in pets,
  - 6) bring in bicycles,
  - 7) bring in sharp instruments or other dangerous objects or substances,
  - 8) start false alarms,
  - 9) behave in an aggressive manner that violates public order, the law or good morals,
  - 10) behave in a way that may cause discomfort to other users (e.g. recording other people, taking photos of other people without their consent),
  - 11) behave in a way that is dangerous or potentially dangerous behaviour,
  - 12) use the space, areas, facilities and attractions of the Water Park contrary to their intended use,
  - 13) damage the Water Park equipment or other persons' belongings within the area of the Water Park,
  - 14) take any items of equipment out of the Water Park area or any items of equipment out of the area/room in which the item is located,
  - 15) litter/pollute the Water Park area (every person in the Water Park is obliged to keep the area clean and tidy, including observing the rules of waste segregation),
  - 16) conduct business or any commercial/profit activity without the prior written consent of the Administrator.
9. In the event of any problems, unusual situations or irregularities noticed within the area of the Water Park, in particular damage to any equipment/attraction, accident/injury, behaviour of others which may constitute a hazard - a member of the Staff should be notified immediately.

### **§3. – RULES FOR THE USE OF THE INDOOR POOL AREA**

1. Persons entering and staying within the Indoor Pool Area shall observe the provisions of these Regulations, including §2 above, as well as the additional rules included in this paragraph.
2. When using the equipment and attractions of the Indoor Pool Area, it is essential to follow the instructions and markings (pictograms) as well as obey the instructions of the Staff. A list of signs is provided on a separate board.
3. When using the water slides, it is essential to follow the instructions at the starting points and obey the traffic lights or the instructions of the Staff.
4. Persons using the Indoor Pool Area are required to place and store clothing, bags and other items brought into the Water Park in designated lockers located in the changing rooms. The lockers should be locked with an electronic lock.
5. Before entering the Indoor Pool Area, each user is obliged to use the showers to wash their whole body and to disinfect their feet.
6. Persons entering the swimming pools or using other attractions in the Indoor Pool Area must wear swimwear: for women, a one-piece or two-piece bathing suit, for men, swimming trunks or shorts; the so-called wetsuits are also permitted. For hygienic reasons, non-fitted swimwear is not allowed (exception: short swim shorts, frills and other details).
7. Footwear other than pool shoes is not permitted within the area of the Indoor Pool Area.
8. Children wearing nappies must wear disposable swim nappies.
9. Children under the age of 10 are allowed to swim in the Indoor Pool Area only under the supervision of an adult. The carer is required to supervise the child on a continuous basis.
10. Non-swimmers may only use the marked non-swim zones.
11. It is forbidden to use the Indoor Pool Area by persons with the following conditions or external signs: skin diseases, open cuts and wounds, breathing difficulties, balance disorders, epilepsy, circulatory disorders, neurological disorders, infectious diseases, lack of personal hygiene, frequent intravenous injections.
12. Persons in a deteriorated state of health, fitness or well-being as well as pregnant women should use the Indoor Pool Area according to their current state of health and with particular care.
13. The Administrator reserves the right to book parts of the water bodies for organised activities.
14. **Group/individual activities:**
  - 1) In the case of organised groups, it is required for an adult chaperone to be present for the purpose of ongoing supervision of the group in the Indoor Pool Area. There should be one chaperone for every 15 people in the group, who may enter the Indoor Pool Area free of charge. For children under 10 years of age - one chaperone per 10 group members is required.
  - 2) Upon entering the Indoor Pool Area, the group chaperone is obliged to contact the lifeguard shift leader to establish the rules for the use of the Indoor Pool Area by the group.
  - 3) A swimming or specialised activity group may not consist of more than 15 participants per instructor.

- 4) Swimming lessons may only take place in the presence of swimming instructors, lifeguards and school group chaperones.
- 5) Specialised activities may only take place in the presence of properly trained instructors and lifeguards and, in the case of school groups, additionally chaperones for school groups, in numbers no less than those indicated in 1) above.
- 6) Group classes shall follow a strict schedule available at the Information Desk.
- 7) While in the Indoor Pool Area, group chaperones are required to wear a swimsuit or a T-shirt and shorts and the specifically marked clothes given for the duration of their stay in the Indoor Pool Area at the Information Desk.
- 8) Swimming classes may only be conducted by instructors who have been approved by the Administrator to conduct such classes.
15. Within the Indoor Pool Area it is **forbidden**:
  - 1) to damage/destroy any of the signs,
  - 2) for the non-swimmers to stay in lanes designated for swimming,
  - 3) to run and push other users into the water or behave in any other way that compromises safety,
  - 4) to climb on sculptures, railings, lifeguard stations, walls surrounding swimming pool basins, flowerbeds, rocks and other equipment not intended for this purpose,
  - 5) to jump into the water from walls, railings, statues, steps, jacuzzi tubs, flowerbeds and other parts of the structure of the facility or the edge of the pool, in particular by running into the water or "forward diving",
  - 6) to use of rescue/swimming equipment for purposes other than those for which it is intended,
  - 7) to approach or go under climbing walls when another user is using them,
  - 8) to consume food items in the changing rooms and the Indoor Pool Area, excluding the food and drink zone in the Indoor Pool Area,
  - 9) to bring in food or other products in glass containers,
  - 10) to throw dishes, food leftovers or any objects not normally used for playing in water into the water,
  - 11) to pollute the pool water,
  - 12) to use chemicals, including soap and shampoo outside the shower area.
16. For the safety of users, it is prohibited to go down the slides with glasses, swimming goggles, corrective goggles, jewellery, swimming equipment or any other accessories.
17. For safety reasons, there is a limit on the number of people entering the Indoor Pool Area. If this limit is reached, the Administrator reserves the right to refuse admission to the Area until the number of people has been reduced to a safe level.
18. In order to avoid slipping or falling over, persons staying in the changing rooms, showers and the Indoor Pool Area are obliged to pay particular attention to water residues that may be found anywhere, especially in the immediate surroundings of the pool basins, in the showers, in the passageways, steps to the jacuzzi.
19. Any cuts, injuries or bodily disorders shall be immediately reported to a medical aid station or the nearest lifeguard.

#### **§4. PAYMENT**

1. The use of the services and attractions of the Water Park is subject to a fee according to the prices specified in the Price List. Fees are charged in advance based on the declared length of stay and the selection of a specific zone or type of ticket. The fee paid is non-refundable unless the non-performance of the service was caused by the Administrator or persons for whom they are responsible.
2. Parking is chargeable according to the Price List.
3. Entry to the Indoor Pool Area is possible only on the basis of a valid ticket and after obtaining an electronic strip (transponder) at the Water Park ticket office, which allows the entrance gate to be opened and is used to count the time of stay as well as to open and close the lockers in the changing rooms.
4. The ticket entitles to enter the Indoor Pool Area once per ticket purchased. Crossing the exit gate from the Indoor Pool Area is equivalent to using the ticket (settling the time of stay), which means that the user is not entitled to use this ticket again.
5. The time spent in the Indoor Pool Area is measured from the moment the cashier registers the sale of the ticket in the Administrator's sales system, following which the Customer shall receive the transponder. Passing through the gates at the ticket offices should take place immediately after receiving the transponder. The length of stay is calculated until the transponder is handed back to the cashier and the cashier registers the end of the stay. The exit gate opens when the service is paid.
6. Saunarium fees are charged separately and the time spent in the Saunarium is not included in the stay in the Indoor Pool Area. This does not apply to tickets that include the use of the Saunarium. The user shall enter the Saunarium through a separate gate, which is opened with the transponder.
7. Park Station fees are charged separately and the time spent in the Park Station is not included in the stay in the Indoor Pool Area. This does not apply to tickets that include the use of the Park Station. The user enters the Park Station through a separate gate, which is opened with the transponder.
8. In the event of exceeding the pre-paid time of stay in the Indoor Pool Area, Saunarium or the Park Station, a fee is charged for each additional minute of stay in accordance with the Price List, which the Customer is obliged to pay at the cash desk upon leaving the Indoor Pool Area.

9. Tickets entitling visitors to use the Water Park (admission cards of any kind, passes, entry tickets etc.) may only be purchased at Water Park ticket offices or via the Website as well as from authorised representatives of the Water Park.

## **§5. – RESPONSIBILITY**

1. In the event of damage/destruction of the Water Park facilities or equipment or other damage caused within the Water Park by the Customer or any other person in the Water Park, the Administrator shall be entitled to claim compensation for the damage suffered in the full amount.
2. The Administrator shall not be responsible for items left unattended, including loss or damage, unless it happened through the fault of the Administrator. It is recommended not to bring valuables into the Water Park.
3. The Administrator shall not be liable for damage to swimwear in the Indoor Pool Area unless the damage is the fault of the Administrator or Staff.
4. In the event of the loss of the strip with an electronic reader (transponder), the Customer shall be obliged to pay a fee as specified in the Price List.
5. Customers who violate the Regulations may be expelled from the Water Park without a refund for the unused part of the service.
6. The Administrator may refuse entry to the Water Park to persons who have committed gross or repeated breaches of the Regulations.

## **§6. – MONITORING AND PERSONAL DATA**

1. The Water Park area is monitored on a continuous basis. The Administrator is the controller of the monitoring data. CCTV is used to ensure the safety of Customers and Staff and to protect the Water Park property. Detailed information on the rules for the processing of personal monitoring data may be found on the Website under the GDPR tab and at the Information Desk.
2. The privacy policy and the rules for the processing of personal data of Water Park customers by the Administrator may be found on the Website under the GDPR tab and at the Information Desk.

## **§7. – COMPLAINTS**

1. Every Customer has the right to lodge a complaint about the services provided in the Water Park.
2. Complaints may be submitted in person at the Information Desk, in writing to the address of the Water Park or electronically to the e-mail [biuro@parkwodny.pl](mailto:biuro@parkwodny.pl).
3. Complaints should be made as soon as possible after the grounds therefor have arisen.
4. A complaint should at least contain the details of the Customer, the address of the person making the complaint used for lodging a reply to the complaint, a description of the situation giving rise to the complaint and the expectations of the complainant with regard to the Administrator. To facilitate and speed up the processing of the complaint, it is recommended that the complaint is accompanied by proof of purchase of the service to which the complaint relates (receipt, invoice).
5. The Administrator shall consider the complaint and send a reply within 14 days from the date of receipt, or, if necessary, request additional information from the Customer within this period.
6. Each Customer has the right to bring an action regarding the complaint before a common court in compliance with the applicable legislation.
7. The Administrator informs that in the event of a possible dispute therewith, there is the possibility of using out-of-court complaint handling and redress procedures. The Consumer may request the intervention of a consumer advocate or use mediation if the Administrator agrees thereto. Detailed information on the consumer's possibilities of using out-of-court complaint handling and redress procedures and the rules of access to these procedures may be found at the offices and on the websites of county [municipal] consumer advocate, social organisations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection, in particular also at the following website address of the Office of Competition and Consumer Protection (UOKiK):  
[www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](http://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php).

## **§8 – FINAL PROVISIONS**

1. The law applicable to all legal relations between a person staying in the Water Park or using the Water Park services and the Administrator is Polish law, including consumer protection acts.
2. The Administrator shall have the right to amend the Regulations taking into account the rules on consumer protection, in particular with regard to making the information on the amendments available and ensuring that any contract may be terminated by the Consumer if they do not agree to the amendments to the Regulations during the term of the contract.