



Terms of Registration and Participation

I. Authorization for participation in the University Sports Center (ZHS)

1. Authorized participants at the University Sports Center are

- a) students and employees of the universities in Munich, Freising, and Landshut according to art. 17 paragraph 1 BayHSchG, as well as students and employees of private and state-approved universities in Munich, Freising, und Landshut,
- b) full-time employees of agencies and/or institutions that deal directly with ZHS,
- c) students from other universities are also allowed to participate at ZHS as long as they've registered Munich as their permanent address, or if they can prove that they are in Munich for a school-related reason,
- d) participants of preparatory German language courses at TUM/LMU,
- e) spouses, domestic partners, and, as defined under letter a) or b), students' and employees' children eligible for child allowance, and
- f) members of the "club that promotes the University Sports Center at universities in Munich, Freising, and Landshut e.V. (registered in Germany)"

2. Authorized participants listed under number 1 do not include members of universities that are federally financed.

3. Public universities that number 1 letter a) refers to are:

- The Academy of Fine Arts, Munich
- University of Applied Sciences for Public Administration and Legal Affairs in Bavaria
- University of Applied Sciences Landshut
- Munich University of Applied Sciences
- Weihenstephan-Triesdorf University of Applied Sciences
- University of Music and Performing Arts Munich
- University of Television and Film Munich
- interdisciplinary building interns
- Ludwig-Maximilian University of Munich (LMU) including affiliated public vocational schools
- Medienakademie, Munich (AMAK)
- State Institute for Specialized Instructor Training (StilFI) / Support Teachers
- Preparatory college in Munich (SKM)
- Technical University of Munich (TUM)
- including affiliated public vocational schools
- Erasmus students
- Post graduate building interns (if they ask)



4. Private and state-approved universities that number 1 letter a) refers to are:

- AMD Academy of Fashion and Design, Hamburg/Düsseldorf/Munich/Berlin
- Campus 21, Munich
- The Carl Duisberg Training Center Munich
- FOM University of Applied Sciences for Economics and Management, Munich
- University of Applied Management, Ismaning
- University of Applied Sciences of Bavarian Business (until 30.09.19)
- Fresenius University of Applied Sciences
- College of Health and Sport, Ismaning
- College of Philosophy, Munich
- Munich School of Political Science
- Internationale Berufsakademie (international vocational school), in Darmstadt and Munich
- International School of Management Campus Munich
- IUBH International University of Applied Sciences - Int. University of Dual Studies (practical and theoretical studies)
- Katholische Stiftungsfachhochschule, Munich (KSFH - Catholic Foundation University)
- Catholic University of Eichstätt, Munich Department
- Macromedia University of Applied Sciences of Munich
- Media Design University in Munich
- Munich Business School
- SDI (Munich University of Applied Languages)
- TUM Graduate School

5. Agencies and/or institutions that deal directly with ZHS that number 1 letter b) refers to are:

- Bavarian State Ministry of Education and Culture, Science and Art
- Bavarian Academy of Sciences
- Bavarian State Brewery of Weihenstephan
- German Heart Center of Munich
- UnternehmerTUM
- Visiting professors, visiting scientists
- IBZ (association dedicated to the advancement of science and the humanities)
- Student Union of Munich, including parent-child initiative
- Building Authorities Munich II
- University Clinic of LMU and TUM
- Zentrum für Hochschuldidaktik (Center of University Didactics)



II. General terms and conditions for registration and participation in the University Sports Center (ZHS)

1. Scope

- (1) These general terms and conditions for registering and participating at ZHS ("General Terms and Conditions") apply to anyone who takes advantage of the facilities and offerings of ZHS.
- (2) Any additional rules and regulations of the sports facilities apply when in use. (They will be posted for viewing in the corresponding facilities.) By using these sports facilities, the participant agrees to comply with the respective conditions.
- (3) Special terms apply for ZHS sports equipment rental. They can be downloaded here: <http://www.zhs-muenchen.de/download-center-infos-vor-kursbeginn/>
By registering for a course that requires the rental of any sports equipment, the participant agrees to comply with these terms and conditions.

2. General information

- (1) The latest ZHS program, which is published on a semester basis, provides information about ZHS courses along with dates, times, and if applicable, further conditions.
- (2) Dates or courses are not guaranteed. In particular, a course may be canceled because of an insufficient number of participants, in case of force majeure, if the respective facility or gymnasium is reserved for competitions, if the course instructor is delayed at short notice, or in the event of a disruption in operations due to repairs or similar.
- (3) If courses are canceled for any reason listed under paragraph 2, course fees will be fully refunded to all participants that already paid.
- (4) Up-to-date information regarding courses and changes can be found here: <http://www.zhs-muenchen.de/startseite/>



3. Participation of minors

- (1) Children under the age of 15 are only allowed to exercise and use the facilities when accompanied by a parent; class participation is not permitted.
- (2) Once children turn 15, they are not to participate in a course independently until the resort management in charge has been notified and agrees.

4. Registration; ZHS ID

- (1) Registration is required to participate at ZHS. Participants register here: <http://www.zhs-muenchen.de/zhs-ausweise-marken/>
- (2) After registering successfully, participants will receive an ID with semester tags. They must carry their ID while participating at ZHS and present it upon request. ZHS IDs are non-transferable.
- (3) In addition to a ZHS ID with valid semester tags, special registration is required in order to participate in courses needing reservation. Participants register here: https://www.buchung.zhs-muenchen.de/angebote/aktueller_zeitraum_0/index.html

5. Fees for semester tags, courses, and additional offerings; Payment

- (1) Fees for semester tags, courses, and other ZHS offerings can be found under „Access authorization and Fees” on the ZHS homepage (<http://www.zhs-muenchen.de/zhs-ausweise-marken/zugangsberechtigung-und-preise-fuer-marken/>) or in the latest up-to-date program.
- (2) Participants agree to pay via direct debit by giving their authorization during registration.
- (3) If the direct debit payment cannot be processed due to errors within participants' control (e.g. not enough funds, wrong bank account details, etc), said participants agree to repay ZHS for any bank fees incurred during the attempt.

6. Privacy policy

- (1) Participants' personal data collected during registration will be used exclusively for course participation, oversight, and anonymous statistics. While attending the courses, participants' names, categories of participation authorization, and contact details (email address and telephone number) will be forwarded to the course



instructor. Participants' personal data is not shared with third parties. Data will be deleted one year after collecting it.

- (2) Upon registering, your account details will be forwarded to our bank for the direct debit and then immediately deleted.

7. General rules of conduct

- (1) By registering to use the ZHS sports facilities, participants agree to comply with its General Terms and Conditions as well as any additional rules of use according to number 1 paragraphs 2 and 3 of these General Terms and Conditions.
- (2) All participants are strongly urged to **not** bring valuables (jewelry, money, etc.) along if possible. Clothes and personal possessions can be kept in the lockers provided.

8. Expulsion from ZHS

- (1) A violation of these General Terms and Conditions or any other terms of classes and facilities may lead to being kicked out of the facilities, having your participation authorization revoked, or even being completely expelled from further participation at ZHS.
- (2) If participants give false personal data, they may be expelled from the class or even from participating at ZHS entirely.

9. Cancellation

- (1) Unless otherwise specified in the course terms of cancellation, courses that include fees may not be cancelled later than one month before class begin. Cancellation of paid courses that start in the semester break is possible only up to the end of the semester period, in addition to the deadline set out in sentence 1.
- (2) Unless otherwise specified in the respective course terms, there is a cancellation fee of EUR20.00 for processing.
- (3) Participants may not cancel a semester tag if they already ordered it.



10. Liability

- (1) Bavaria, the Technical University of Munich, and their legal representatives and vicarious agents are only liable for material and financial losses caused by intent or gross negligence. This limitation does not apply in case of a breach of contract, damages resulting from injury to life, limb or health, or claims under the Product Liability Act, or due to fraudulent behavior of a contractor. Essential contractual obligations are an obligation the proper fulfillment of which constitutes a condition sine qua non for the performance of the contract and on the fulfillment of which the customer regularly relies and may rely.
- (2) The terms set out in paragraph (1) also apply to theft, damage, or any other material loss of personal objects brought from home, even if they were stored in lockers according to number 7 paragraph (2).
- (3) We will not assume liability for damages caused by third party events.

11. Insurance

- (1) The provisions of the Bavarian Accident Insurance (Bayerische Landesunfallkasse) apply to all enrolled students.

Enrolled students are therefore legally insured by the Bavarian Accident Insurance (Bayerische Landesunfallkasse) at all course events during organized athletic practice as well as at university competitions on behalf of the ZHS.

There is no statutory accident insurance coverage for enrolled students when practicing on their own, i.e. outside of organized ZHS practice times (free-time or individual training).

In general, university employees are not covered by statutory accident insurance when participating in ZHS athletics.

In addition to employees, guests, i.e. anyone not related to the university, are generally not covered by statutory accident insurance. Please report all sports accidents immediately at the administration office of university athletics (Tel. 089/289-24727)!

- (2) There is no statutory accident insurance coverage if personal injury or property damage is caused to third parties during a sport. We therefore recommend all participants buy personal liability insurance to cover third-party claims, especially for



events at off-campus venues open to the public (e.g. mountain and ski resort trips, canoeing, rowing, sailing, scuba diving, and windsurfing).

- (3) When participating in courses abroad, we strongly recommend you obtain an international health insurance that covers additional risks (medical care, rescue costs, repatriation costs, etc.).
- (4) When dealing with high course fees, we recommend buying travel insurance.

12. Governing law & jurisdiction

- (1) German law shall apply, to the exclusion of the collision regulations of international private law.
- (2) The sole place of jurisdiction for all disputes arising out of or in connection with these General Terms and Conditions, including the validity of the General Terms and Conditions, is Munich if the participant does not have a general place of jurisdiction in Germany, has moved after signing this contract, or their place of residence at the time of filing the action is unknown.