

Regulations

for Aachen University Sports

at RWTH Aachen University

Dated October 20, 2016

Please note: This publication is an English translation. Only the German original of these regulations as published in the Official Announcements of RWTH Aachen University (“Amtliche Bekanntmachungen”) is legally binding.

Based on §§ 2 (4), (64) of the law governing the Universities of the Federal State of North Rhine-Westphalia (Higher Education Act – HEA) in the version from September 16, 2014 (Law and Official Gazette – GV of the State of North Rhine-Westphalia, NRW, p. 574), last amended by Article 9 of the Act on Modernizing Employment Law (Dienstmodernisierungsgesetz) dated June 14, 2016 (GV NRW p. 310), RWTH Aachen University has issued the following regulations:

Preamble

The universities of Aachen have the important cross-cutting social task of offering university sports to the students living in the city. University sports offerings can also be seen as a strong performance indicator for Aachen as an excellent place to study.

The University Sports Center (HSZ) is a central operational facility of RWTH Aachen University (RWTH). It is responsible for providing qualified sports and exercise offers at RWTH and FH Aachen based on the educational and service facilities of the two universities.

University sports offer both direct and indirect learning opportunities that can have a lasting impact on students' lives during their time at university and beyond. University sports give students the chance to network and meet others, provide an outlet for feelings, encourage them to be self-motivated, and build their identity while also taking care of their physical health through exercise and sports. Furthermore, university sports are an important cultural and integrative element for Aachen as a university city, by encompassing all of the various university institutions and facilities. Beyond that, the joint sports and recreation offerings also acts to enhance both universities' profiles.

Students, in particular, are thus given another opportunity to be guided towards an active lifestyle and a lifelong love for sporting activities through university sports and recreation. Students learn to balance work and leisure time by participating in university sports while studying for their later careers.

1. General Comments

- 1.1. These regulations apply to the use of the sports facilities and offers provided by the HSZ. It is a central operational facility of RWTH, which is under the responsibility of University management. The Center is managed by the head of the HSZ.
- 1.2. Information about the various sports offered, including particular dates and times, is provided by the university sports program, which is published every semester and specifies the duration of the various offers. As a point of principle, there is no guarantee that all the classes on offer will actually take place. In particular, a class may be canceled,
 - a) on public holidays,
 - b) in case of force majeure,
 - c) if the respective sports facilities are used for German university championships or other major events,
 - d) if the instructor is not available for the session and the organizers are unable to find a qualified substitute at short notice, or
 - e) in the event of operational disruptions such as construction work, repairs, etc.
- 1.3. Courses can be combined or canceled altogether if not enough participants sign up. Further details are regulated in Section 5.5.
- 1.4. Important current information, such as program changes, announcements, job postings, etc., are posted on the notice board of the respective sports facility, at the HSZ Service Point, and online at hochschulsport.rwth-aachen.de. In addition, the HSZ offers members the option of subscribing to a mailing list on its homepage so they can be notified of any sports facility closures.

- 1.5. Access to the sports facilities is only permitted for authorized persons. Instructors, sports wardens, and other persons authorized by the HSZ are entitled and required to control access to the facilities and deny access where necessary.

2. Sports Offers

- 2.1. The HSZ offers a varied program, including leisure, popular, and competitive sports. There are several different types of offers:
 - a) guided sports courses and workshops for different skill levels,
 - b) supervised matches,
 - c) unsupervised matches and self-organized training sessions without instruction or in university sports groups,
 - d) team training for competitions and training sessions for individual competitors, and
 - e) tournaments.
- 2.2. The sports and recreation offers differ in terms of the obligation to register and pay fees. Some sports offers can be attended without prior registration and are free of charge, while other offers require prior registration, which can be both free of charge or subject to a fee and can be booked via the university sports website at hochschulsport.rwth-aachen.de.
- 2.3. The HSZ offers university members the option of booking time slots at various sports facilities (e.g., single appointment booking, subscription, permit). Further information can be found on the HSZ's website and in the valid version of the Regulations for the Use of HSZ Sports Facilities (available for download from the official announcements of RWTH).
- 2.4. Depending on the offer, participants are charged in the form of course fees, special cards that are only valid for certain sports, and sports facility cards. The specific amount and type of fee are published on the HSZ website each semester.

3. Individuals Eligible for Membership

The following individuals are generally eligible to participate, provided they are over 16 years of age:

- 3.1. Group 1
All enrolled students
- 3.2. Group 2
 - a) Employees of RWTH and FH Aachen (even after retirement)
 - b) Employees of Uniklinik RWTH Aachen
 - c) Employees of the Bau- und Liegenschaftsbetrieb NRW (Construction and Real Estate Agency)
 - d) Employees of Studierendenwerk
 - e) Employees of the affiliated institutes
- 3.3. Group 3
Individuals who do not fall under Groups 1 or 2 can be admitted as guests.

4. Conditions of Participation

The conditions of participation vary depending on the type of group and the specific offer (free of charge or subject to a fee).

4.1. Conditions of participation for Group 1

a) For free offers:

An RWTH BlueCard or FH card featuring a photograph of the holder or a valid student ID in conjunction with a photo ID serves as proof of an individual's access authorization. For offers requiring registration, participants must first register in accordance with Section 5.2 before attending. Registration confirmation must be presented on request.

b) For offers that are subject to a fee:

An RWTH BlueCard or FH card featuring a photograph of the holder or a valid student ID in conjunction with a photo ID serves as proof of an individual's access authorization. Before participating in offers subject to a fee, members must first register in accordance with Section 5.2. In addition, they must pay the respective fee. Registration confirmation must be presented on request.

4.2. Conditions of participation for Group 2

a) For free offers:

A valid RWTH BlueCard featuring a photograph of the holder, an official employee ID, or a current certificate (max. six months old) issued by their department in conjunction with a photo ID serves as proof of access authorization. In addition, a staff sports card must be purchased at the price of 25 euros. For offers requiring registration, participants must first register in accordance with Section 5.2 before attending. Registration confirmation and the staff sports card must be presented on request.

b) For offers that are subject to a fee:

A valid RWTH BlueCard featuring a photograph of the holder, an official employee ID, or a current certificate (max. six months old) issued by their department in conjunction with a photo ID serves as proof of access authorization. In addition, a staff sports card must be purchased at the price of 25 euros. Before participating in offers that are subject to a fee, individuals must first register in accordance with Section 5.2 and pay the respective fee. Registration confirmation and the staff sports card must be presented on request.

4.3. Conditions of participation for Group 3

a) For free offers:

To be able to participate in free sports offers, a guest card must first be purchased at the price of 70 euros. For offers requiring registration, participants must first register before attending in accordance with Section 5.2 before attending. Registration confirmation as well as the guest card must be shown in conjunction with a photo ID on request.

b) For offers that are subject to a fee:

To be able to participate in sports offers that are subject to a fee, a guest card must first be purchased at the price of 70 euros. Before participating in offers that are subject to a

fee, individuals must first register in accordance with 5.2 and pay the respective fee. Registration confirmation as well as the guest card must be shown in conjunction with a photo ID on request.

Minors must submit a written declaration of consent signed by a parent or guardian to the HSZ before participating in sports activities involving overnight stays or particular dangers (e.g., climbing tours).

5. Registration Procedure

- 5.1. Provisions for individual offers beyond the regulations listed below are to be taken from the currently valid university sports program.
- 5.2. For offers requiring payment and registration and for the purchase of staff sports cards, guest cards, specific sports cards, and sports facility cards, participants, as a rule, have to register online via the HSZ's website (hochschulsport.rwth-aachen.de). Payment is generally made via the HSZ's website by direct debit using SEPA procedures. By registering for a course, the participants agree to have the course fee taken from their bank account by granting the HSZ the necessary mandate to collect the fee. The deadlines specified in the confirmation must be observed. The original SEPA direct debit mandate must be submitted to the HSZ in person or sent by postal mail. The HSZ will send prior notification about the date of the debit to the email address given at the time of registration at least eight days before the transaction. Any costs incurred due to someone having given false contact details or having insufficient funds in the account are to be borne by the participant. If payment is not made in accordance with these stipulations, RWTH Aachen University has the right to preclude the participant temporarily or completely from booking courses online and assign their place in the course to someone else. The University can also cancel the registration and thus withdraw someone's right to participate in the course.
- 5.3. When registering, participants must provide a valid email address which the HSZ can use to contact them quickly. Bank details are requested during every new registration process, as these are never stored for data protection reasons.
- 5.4. When using online booking for offers subject to a fee, the individual is obligated to make the payment.
- 5.5. The use of external automatic login mechanisms is not permitted. Any registrations made in this manner will be rejected.
- 5.6. If a course is already fully booked, interested parties have the option of requesting a place on a waiting list via the website (hochschulsportzentrum.rwth-aachen.de).
- 5.7. If the HSZ cancels a course or event, individuals who have already registered have the option of choosing another offer from the current program within the same fee group if there are still places available. Otherwise, they will be refunded the fee that has been paid. The withdrawal and cancellation regulations according to Section 6 remain unaffected.
- 5.8. The fees for extra tours might still be subject to change after booking due to unforeseeable increases in costs, or additional charges for certain services, or a change in the exchange rate applicable to the tour in question. The increased amount will be divided between all the participants equally.

6. Withdrawals and Cancellations

A withdrawal from a booking is only possible in exceptional cases. As long as no special cancellation regulations are listed in the respective course offer, the following regulations apply:

- 6.1. In case of withdrawals from courses held in Aachen within 14 days before the first session, a cancellation fee of 50 % of the total course fee will be charged. For each withdrawal, a handling fee of 5% of the course fee, with the minimum fee being 5 euros, will be charged; the handling fee is added to the cancellation fee. After a course has started, participants are no longer entitled to a refund.
- 6.2. For external sports offers, such as extra tours, the following applies:
 - a) from 90 days before the start of the trip: 15% of the course fee
 - b) from 60 days before the start of the trip: 25% of the course fee
 - c) from 25 days before the start of the trip: 50% of the course fee
 - d) on the day of the start of the trip or in case of no-show: 90% of the course fee.

In any case, a handling fee of 5% of the total costs has to be paid. The first day of the trip is not counted in the calculation of the periods under a) to c).

- 6.3. In the event of cancellation of an individual booking of a sports facility made less than 24 hours before the booked date, the participant is not entitled to a refund. In case of cancellation of an individual booking of a sports facility up to 24 hours before the booked appointment, a cancellation fee of 50% of the fee will be charged.

7. Responsibilities of Participants and Users

- 7.1. By registering or participating in the HSZ's sports program, the participant confirms that they have taken note of and accept these regulations.
- 7.2. Entitlements to participate in university sports, such as staff sports cards, guest cards, sports facility cards, or specific sports cards, are not transferable. Proof of eligibility to participate must be presented to the instructors, sports wardens, and other persons authorized by the HSZ on request.
- 7.3. The instructions for use of the HSZ must be observed. The instructions given by the instructors, the sports wardens, and persons authorized by the HSZ must be followed. Any conduct that keeps sporting events from running as intended, that disturbs others, or poses a danger to persons, buildings, or property must be avoided.
- 7.4. Unauthorized access to university sports facilities, for example by bypassing the staff or jumping the turnstiles, can lead to exclusion from university sports.
- 7.5. Registering for free offers with an individual booking makes participation obligatory. If a participant is unable to attend, they must cancel their registration free of charge online. Persons who book individual sessions and repeatedly fail to attend without prior cancellation may then be excluded from online registration.

7.6. The following provisions apply:

- a) The sports grounds may not be driven on.
- b) Bicycles must be parked in the bicycle racks.
- c) The rooms for changing and storing clothes must be used as provided for this purpose.
- d) Only courses that have been organized or authorized by the HSZ may be held at the RWTH sports facilities.
- e) Participants in the HSZ sports program are urgently requested not to bring any valuables (jewelry, money, etc.) with them. Clothing etc. should be locked in the lockers provided. The HSZ assumes no liability in the event of theft.
- f) The sports halls may only be entered wearing clean non-marking indoor shoes, which are used exclusively in sports halls. All outdoor sports are also subject to further regulations regarding footwear, which are listed in the respective regulations and on the HSZ website.
- g) The consumption and sale of alcohol at the HSZ sports facilities are not permitted. Exceptions to this rule are only granted during events that are designated as special events by the HSZ and with express HSZ permission.
- h) As a rule, photography or filming of instructors and participants in university sports courses is not permitted. Picture taking or filming is only permitted with proof of a legitimate interest only after prior consultation with the HSZ management and also only with the express consent of those affected by the taking of such photos or film.
- i) Animals may not be brought into the sports halls or to outdoor sports facilities.

7.7. Furthermore, the use of the sports facilities is governed by the rules of use of the respective facility, which contain regulations on appropriate and purpose-specific use. The regulations governing use are binding. They are published on the website and posted at the respective facility.

8. Exclusions From Use

- 8.1. Violation of the regulations of the HSZ may lead to withdrawal of the right to participate in courses, or, in the case of the use of sports facilities, to expulsion. The instructors, the supervisory staff, and the sports warden are authorized to confiscate members' sports ID cards (the staff sports card, guest card, sports facility card, or sports card). The confiscation must be recorded in writing.
- 8.2. Anyone who repeatedly or seriously violates the rules or regulations of the HSZ can be partially or completely excluded from participation in the university sports program, either temporarily or permanently. This applies in particular in the event of danger to persons, improper use of the sports facilities and equipment, and misuse of the right to participate (e.g. transfer of sports cards, etc.). HSZ management decides whether or not to expel an individual.
- 8.3. The instructors are entitled to exclude participants from their sport if they continue to behave in a way that endangers the health or well-being of other participants despite being reprimanded. Any such incidents shall be reported to the HSZ management.

9. Liability and Insurance

- 9.1 Damages that are not bodily injuries will only be compensated in case of intent and gross negligence. Further claims for damages against the sponsors of university sports, the state of North Rhine-Westphalia, the cooperating universities, their members, or against instructors are excluded. All participants in university sports are advised to take out liability insurance to cover claims arising from personal injury or property damage to third parties.
- 9.2 RWTH Aachen University/the HSZ does not accept liability for theft, damage to property, or other damage in the sports facilities used by the university sports department.
- 9.3 If borrowed sports materials and/or equipment are partially or completely damaged or not returned, the borrower is liable for damages.
- 9.4 RWTH Aachen University/the HSZ is not liable for any damages resulting from events held by third parties.
- 9.5 The accident insurance regulations of Unfallkasse des Landes Nordrhein-Westfalen (North Rhine-Westphalia Accident Insurance Fund) apply to employees and enrolled students. Free practice and matches are not covered. Insurance coverage cannot be guaranteed for extra tours. Therefore, all students are strongly advised to have private insurance coverage for both free practice and matches as well as for extra tours. *

10. Entry Into Force/Expiry

These regulations shall be published in the official announcements of RWTH Aachen University and enter into force on the day after publication. The Regulations for Aachen University Sports dated August 8, 2011, then cease to apply.

Issued based on the resolutions of the Rectorate of RWTH Aachen University dated October 4, 2016.

Rector
of RWTH
Aachen University

Aachen, October 20,
dated 2016

sgd. Schmachtenberg

Univ.-Prof. Dr.-Ing. E. Schmachtenberg

* Notes on accident insurance coverage: At present, students of RWTH and FH Aachen are covered by accident insurance through the Unfallkasse des Landes NRW if they participate in events that take place within the organized exercise program of the HSZ during fixed times and under the direction of an appointed instructor. Accident reports must be filed within three days. Forms are available from the sports wardens at Königshügel Sports Hall Complex, via the HSZ website, at the HSZ Service Point, and in the Sports Affairs Office. Employees of RWTH Aachen University are legally insured against accidents when participating in university sports only if events are advertised exclusively for RWTH employees and are directly connected to their daily working hours (weekend events and extra tours are expressly excluded). In the case of civil servants, any accident that occurs during university sports is usually not considered an occupational accident. They are not entitled to accident coverage. Private insurance coverage is therefore strongly recommended for all employees.

If an accident occurs during staff sports, it must be reported to RWTH Occupational Protection immediately. There is no accident insurance for individuals who are not listed under Sections 9.5 and 9.6. Private insurance coverage is therefore strongly recommended.

Important Information: The statement on accident insurance coverage is not binding, as Unfallkasse NRW is responsible for this matter.