

City of Dresden

Municipal Enterprise “Dresden Sports Facilities” (EBS)

Rules for the Use of Municipal Sports Facilities

§ 1 Scope of applicability

1. These rules apply to all use of municipal sports facilities under the management of the Municipal Enterprise “Dresden Sports Facilities” (hereinafter referred to as ‘EBS’). They also apply in respect of sports facilities which EBS hires out to Dresden sports clubs (the latter hereinafter referred to as ‘hire contract partners’).
2. These rules are binding for all users and visitors and are deemed to have been accepted upon entering the sports facility. The rules are available for public inspection in all sports facilities and are published online on the EBS website.
3. All provisions of these Rules for the Use of Municipal Sports Facilities may be supplemented by further rules specific to a particular facility. Such rules are available for public inspection at the facility concerned.

§ 2 Basic principles

1. All use of the sports facilities is at the user’s own risk.
2. Use of the sports facilities is only permitted in conjunction with a valid contract for use (administrative notice, permit, hire or lease contract, or else with a valid admission ticket) and is furthermore limited to such use as is compatible with the purpose and suitability of the facility and compliant with the terms of the applicable contract for use. All users and visitors are obliged to present their written authorisation or admission ticket to the mandated personnel for inspection.
3. Users and visitors who are unable to present a valid authorisation may be required to terminate their use and leave the sports facility.
4. Use of the sports facilities by sports groups (from two persons) is subject to the designation of a person who is to be responsible for the group’s compliance with all rules for use of the sports facility concerned. The designated person bears all duties of care and supervision with regard to minors or vulnerable persons placed under his or her charge for the entire duration of use of the sports facility.
5. The sports facility personnel are empowered to exercise householder's rights on behalf of EBS or the hire contract partner. Users and visitors must follow all instructions given by sports facility personnel, police officers, the fire brigade, supervisory or security personnel and the emergency services, as well as all stadium announcements. In case of failure to comply with these Rules for Use, users and visitors may be asked to leave the sports facility. In particularly serious cases, either EBS or the hire contract partner may ban the person concerned from entering the premises of the sports facility in the future.

§ 3 Duties of users and visitors

1. All users and visitors must behave in a manner such that neither property nor other persons are endangered or subject to damage. All persons are obliged to display mutual consideration.
2. With the exception of areas designated for spectators, sports facilities may only be entered by persons wearing appropriate sports clothing and suitable sports shoes.
3. Users and visitors must treat the sports facilities and all associated equipment with due care and may only use the sports facilities in accordance with their proper intended purpose.

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4. Visitors are not permitted to use the sports equipment.
5. Sports equipment must only be used for its intended purpose. Users are obliged to check the proper condition of the sports equipment before use. Any damage which is determined before or during use is to be notified to the owner of the equipment concerned without delay.
6. Sports equipment must be transported properly to the specific place of use within the sports facility. After use, the user must return the equipment to its designated storage location and must leave it in a proper state and condition such that other persons are neither endangered nor at risk of injury. The supervisory duties of the responsible person also cover transport, setting up, dismantling and safe storage of the equipment. The safety regulations applicable to the individual sport equipment must be observed.
7. Users' own sports equipment may only be set up, installed or stored with the consent of EBS or the hire contract partner. If sports equipment is owned by a sports club, then all necessary repairs and maintenance, including sports equipment inspections, are to be performed at the club's own expense.
8. Goals (mini- and full-size) must always be firmly anchored and secured against tipping.
9. Water, heating energy and electricity are to be used sparingly. The last user leaving a room must ensure that all doors, windows, etc. are closed, that no lights are left on and that all water taps, etc. are turned off.
10. All users are obliged to report any abnormalities, incidents, damage or defects affecting a sports facility or its equipment to the facility personnel without delay.
11. The principles of preventive fire safety are to be observed without exception.
12. Corridors, stairs and exits must be kept free of obstruction in their full width as emergency evacuation routes. Specially secured emergency doors must only be opened in case of an actual emergency or with the permission of facility personnel.
13. It is only permitted to set up or attach advertising, flags or banners with the prior written approval of EBS or the hire contract partner.
14. The use of private electrical devices and equipment is possible on the user's own responsibility, subject to compliance with all applicable regulations.
15. Vehicles may be parked in parking areas belonging to a sports facility at the user's own risk, subject to available capacity or by special agreement. Escape and circulation routes, entrances and exits must be kept free of obstruction. It is in all cases forbidden to bring bicycles into the buildings of a sports facility. Any deviations from these rules must be agreed in writing.
16. If keys entrusted to the user are lost, then the user concerned is liable for the ensuing costs.
17. All rooms of the sports facility must be left in a clean condition after use. It is not permitted to enter the showers while wearing street or sports shoes.
18. All users must bring their own emergency-aid materials (first-aid kit).
19. EBS and its hire contract partner are each entitled to close the sports facility temporarily if it cannot be used or if further play is not possible due to a technical defect or similar incident or for weather-related reasons.
20. In case of thunderstorms, all training and competition activities in open-air areas of sports facilities are to be suspended immediately.
21. Barbecues are only permitted in places designated for this purpose, subject to prior application and approval by EBS or the hire contract partner.

§ 4 Forbidden activities

1. The consumption of alcohol is forbidden in all changing rooms, showers and sports areas. Users or visitors to a sports facility who display conspicuous behaviour or endanger others due to excessive alcohol consumption will be required to leave the facility. The same applies to persons who are visibly under the influence of drugs.
2. It is forbidden to bring glass containers or similarly breakable articles into the sanitary facilities.
3. It is forbidden to clean sports shoes or sports equipment (e.g. balls) in the changing rooms or showers.
4. Smoking is forbidden in all sports facility buildings and in all areas designated for sporting activity, including the spectator areas.
5. It is in all cases forbidden to ride bicycles in areas designated for sporting activity.
6. Users and visitors are not permitted to carry any of the following articles:
 - Propaganda materials which violate the principles of a free democratic basic order
 - Weapons of all kinds, including pepper sprays, blank-firing guns and the like, in particular: knuckledusters, steel rods, clubs, nunchucks, protectors and quartz/lead-weighted gloves, knives
 - Gas spray cans, caustic or flammable substances, substances with a staining effect or containers with substances which are potentially health-damaging or readily flammable
 - Containers made of glass or other breakable, splintering or particular hard materials
 - Large and bulky articles such as ladders, boxes, suitcases or the like
 - Fireworks, flares, smoke powder, smoke bombs or other pyrotechnical articles (sparklers may be permitted subject to agreement with the operator and the presence of a fire safety watch)
 - Flag or banner poles with a length of more than two metres or with a diameter of more than three centimetres, as well as large flags or banners with the potential to block or obstruct escape routes
 - Dogs and other pets or animals
 - Non-approved commercial advertising of all kinds
7. It is forbidden for users or visitors to the sports facility to
 - engage in propaganda which violates the principles of a free democratic basic order
 - climb on or over walls, facades, roofs, fences, enclosures, barriers, lighting installations, trees or masts of any kind
 - light fires or ignite or throw flares, smoke powder, smoke bombs or other pyrotechnic articles
 - sell goods or admission tickets, distribute printed matter or undertake collections without written permission
 - spray or paint graphics or slogans, attach stickers, hang posters or otherwise defile buildings, structures or paths
 - throw confetti, paper streamers, toilet rolls or the like
 - use laser pointers
 - urinate outside the toilet facilities or otherwise soil or foul the outdoor areas of the sports facility
 - stand on the seats in the spectator areas
 - hide their identity by wearing hoods, masks or the like

§ 5 Liability

1. Where sports facilities or equipment cannot be used or else can only be used to a limited extent, claims for damages of any kind against EBS are excluded.
2. Where personal injury or property damage of any kind is incurred in a sports facility or on the associated grounds or access ways in connection with their use, EBS or the hire contract partner assumes liability towards the user or visitor concerned only insofar as the damage suffered is attributable to wilful intent or gross negligence on the part of EBS or the hire contract partner.
3. Neither EBS nor the hire contract partner are liable for the loss or theft of property brought to the sports facility by the user or visitor.
4. Users are liable towards EBS or the hire contract partner for all damage arising in connection with their sporting activities/event, except where such damage is attributable either to normal wear and tear or to material defects or else occurred despite use of the sports facility and its equipment in a proper manner. This applies similarly to any damage to or soiling of access ways. In case of damage, the user is obliged to restore the original condition at his or her own expense. If the damage is not rectified within a reasonable period or if damage is left wholly unrectified despite a written demand and specification of a reasonable deadline, EBS or the hire contract partner are entitled to rectify the damage themselves and to assert a claim for reimbursement of the expenses incurred.
5. Furthermore, the user foregoes all rights of recourse and claims for compensation of his or her own against EBS or the hire contract partner and their employees and also indemnifies EBS and its employees against all claims of third parties arising in connection with use of the sports facility made available to the user, except where the particular case of damage is attributable solely to wilful intent or gross negligence on the part of EBS or its employees.
6. The liability of EBS for the safe structural condition of buildings in accordance with § 836 BGB (German Civil Code) remains unaffected.

§ 6 Effective date

These rules are effective from 2nd April 2022.

(signed) Ralf Gabriel
Director of the Municipal Enterprise "Dresden Sports Facilities" (EBS)

Published by:
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