

## Conditions of carriage for a paragliding tandem flight

1. The pilot in charge is going to carry

Mr./Ms.: .....

Address (Street, nr., zip code, place): .....

Date of birth: ..... Body weight in **Kg**: ..... Height in **cm**: .....

Email: .....

as passenger in a tandem paraglider if all parts of the contract are fulfilled.

2. All details of the flight are determined by the pilot. The right is reserved for any changes like flying or launch site, the flight path or flight time if meteorological reasons, technical reasons or air law regulations require.

3. The passenger is obligated to pay the airfare + extra services (e.g. Fotoservice) to the pilot.

4. The passenger assures to be of sound physical and mental health, to be physically agile and athletic constitution and to be able to undertake the actions required during launch sequence, flight and landing sequence. Further the passenger assures not to have any kind of heart disease, neurological disorders like balance/vertigo/dizziness problems. The passenger assures to weigh between minimum 25 Kg and maximum 95 Kg.

5. The passenger automatically withdraws from undertaking the tandem flight if she/he is under the influence of alcohol or drugs.

6. The passenger has to contribute to the success of the tandem flight. S/he is obliged to follow the instructions of the pilot at take-off sequence, during flight and landing unconditionally and immediately. Especially during take-off sequence the passenger has to run intensively until the paraglider takes off and may stop the movement only after the request of the pilot.

7. The passenger acknowledges that s/he is strongly advised to wear ankle-high and sturdy shoes with a good profile, as well as suitable clothing (wind proof/tear proof, suitable for soiling) in order to reduce the risk of injury.

8. The pilot assures to provide the necessary flight equipment for the passenger (helmet, passenger harness).

9. The passenger is liable for any damage to property and personal injury of persons involved or third parties caused by it's non-compliance with instructions of the pilot.

10. The passenger undertakes this activity on his own risk. S/he is hereby advised that accidents may arise through participation on a paragliding tandem flight and there is an increased risk to health, life and property. The passenger is aware that on the launch site and the way there, they are moving in alpine terrain with all possibly related dangers. The pilot assumes no liability for the occurrence of any personal injury or property damage during the way to the launch site as well as the safety instructions/preparations for take-off there. The service and any possibly related liability begins with the launch and ends with the landing.

11. The Passenger agrees to grant the pilot the rights of use of all photographs and film recordings made by him during the event for commercial purposes / advertising, regardless of the sale of this data to the passenger.

12. Due to safety reasons for passengers it's not allowed to carry on board: Bulky items and/or safety interfering items which can get tangled up with rigging-lines, safety belts or other parts of the flight equipment. Such items are SLR cameras, any kind of camera extensions or tripods, any kind of helmet mounted cameras. All on board carried items/compact cameras/smartphones must be secured from falling down and be stowable.

13. If a passenger get's injured or killed on board of a tandem paraglider or during take off or landing sequence, the pilot is obliged to cover damages up to a maximum of 113100 units of account, if the damage was not caused as a result of the pilots negligent behavior or unlawful or wrongful act or omission, or the damage was caused solely by the unlawful or wrongful act or omission by a third party.

14. The pilot is not liable for any damage or loss of the passenger's property, if this is caused by the passenger negligence.

15. The air fare is 100% due if a flight cancellation is not timely (<24 hrs before date), a passenger does not appear on the agreed flight date (no-show), or the passenger is excluded from participation due to unfitness (eg strongly intoxicated, false declarations when booking). Flight tickets/vouchers lose their validity in these cases. Late arrivals of more than 30 minutes are considered as no-show.

16. The passenger bears the cost of his arrival and departure. Also unexpected costs which may occur due to short term flight cancellation or have already occurred (e.g. cost for cable car, accommodation, etc.), carries the passenger. The pilot assumes no liability here.

17. The passenger is liable for damages if he negligently or unreasonably damages or pollutes the flight equipment. The pilot is entitled in these cases to charge a cleaning fee of 50 €.

18. Carriage is under reserve. Non-compliance, contravention or false information of one or more terms of this conditions can result to the loss of insurance coverage and to danger for health and life of the people involved and third parties. In this cases the pilot is entitled to suspend the passenger from participation. The airfare is due at 100% and there is no right of refunds.

19. The passenger accepts the pilots terms of business and conditions of carriage.

Place, date of signature : .....

Signature Passenger : .....

If passengers are minors, the consent / signature of all parents or legal guardians is required.

Name and signature of

Parents/legal guardians:.....