

Conditions of carriage for a paragliding tandem flight

1. The pilot in charge is going to carry

Mr./Ms.:
Address (street, nr., 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 to the pilot.

4. The passenger assures to be of sound physical and mental health, to be **physically agile & athletic** and to be able to undertake the actions required during launch sequence, flight and landing sequence and to cause no risk to health and life of people involved in the paraglider tandem flight or third parties. 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 he/she is under the influence of alcohol or drugs. The passenger also withdraws from the flight if he/she does not receive a take-off-training/safety briefing from the pilot or if the passenger does not understand it or parts of it.

6. The passenger is aware of that it's highly recommended to wear appropriate clothes (weather and wind resistant) and sturdy, over the ankle reaching boots to reduce the risk of injuries.

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

8. The passenger must follow the instructions of the pilot during launch sequence, during the flight and landing sequence. Especially during the launch sequence a high willingness to run is required.

9. The passenger is liable for any damages on property, persons involved or third parties caused by the passenger due to not following the pilots instructions or the willful or negligent action against this instructions.

10. The passenger agrees to leave all usage rights (advertising, etc.) on from the tandem flight arising photo and/or film images made by the pilot, to the pilot and/or company, irrespective of a sale of the data to the passenger.

11. 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.

12. The passenger undertakes this activity on his own risk and in the knowledge that accidents may arise through participation on a paragliding tandem flight. It increases the risk of damage to health, life and property.

13. The pilot is not liable for any damages of persons and property during arrival to the launch site and/or during take-off-training/safety briefing at the launch site. The passenger is aware of that on the way to the launch site and at the launch site he/she is going to move on partly alpine terrain with all possibly related dangers.

14. 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 his 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.

15. The pilot is not liable for any damages or loss of personal property (carried baggage) of the passenger or third parties due to ordinary negligence of the passenger.

16. If an agreed/booked tandem flight does not come about due to one of the following reasons: Last minute cancellation or withdraw (<24h before), non-appearance (no-show) or launch refusal/change of mind of the passenger - the pilot/company is entitled to charge a loss compensation/cancellation fee of 100% of the airfare. Late arrivals of passengers by more than 30 minutes are declared as no-shows.

17. The passenger bears the costs for arrival as well as unplanned or extra expenses (e.g. cable car, accommodation, etc.) which may arise due to abortion/cancellation of a tandem flight.

18. If the passenger soils or damages parts of the equipment in a negligent or inapposite way, the passenger is liable or respectively the pilot is entitled to charge a cleaning fee.

19. 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/company is entitled to suspend the passenger from the paragliding tandem flight. The passenger then must bear the cost for the airfare, respectively has no right to reclaim the airfare.

20. 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 a parent or guardian is required.

Signature Parent/Guardian:.....

Name of Parent/Guardian: