

# Contract of Carriage (waiver) for a paragliding tandem flight

between the pilot in charge \_\_\_\_\_ and

First and last name (passenger): \_\_\_\_\_ 

Street, nr: \_\_\_\_\_ 

Zip code and place/town: \_\_\_\_\_ 

Email: \_\_\_\_\_ 

Phone: \_\_\_\_\_ 

Date of birth: \_\_\_\_\_  Body weight: \_\_\_\_\_  Height: \_\_\_\_\_ 

I hereby acknowledge that I have read, understand and accept this Contract of Carriage with its Conditions of Participation and Liability overleaf and the Covid-19 Regulations.

I consent to my data being stored for the purpose of tracing infection chains in accordance with the German Infection Protection Act. The processing of this data is based on the German Data Protection Regulation (DSGVO).

\_\_\_\_\_  
Signature of passenger

\_\_\_\_\_  
Date

## Declaration of consent in case of participation of minors and persons under protection

Hereby all legal guardians or legal representatives agree that the above named person participates as passenger in a paragliding tandem flight.

\_\_\_\_\_  
Name and signature of legal guardians or legal representatives

\_\_\_\_\_  
Date

Tandem flight

 Date /  Time

Other information

EARLY BIRD \_\_\_\_\_ / \_\_\_\_\_ 

CLASSIC \_\_\_\_\_ / \_\_\_\_\_ 

ROYAL \_\_\_\_\_ / \_\_\_\_\_ 

### **Covid-19 Regulations**

On the flight date, the passenger assures 1) that he/she presents a valid 2G certificate (recovery or complete vaccination); 2) to be free of corona/cold symptoms and fever of any severity; 3) that he/she has not knowingly been in contact with persons infected with Covid-19 within the last 14 days; 4) that he/she is not subject to any quarantine measures; 5) to follow the applicable hygiene/protection measures on site (e.g. mask and glove obligation). Deviating regulations to this paragraph are possible. Basically, the current legal situation on site applies. Failure to comply will result in exclusion.

### **Execution of flights**

All details regarding the execution of the flight are determined by the pilot. He reserves the right to change the take-off time, to change the take-off site or the flight area, to deviate from the planned flight route or flight time, or to abort the flight if meteorological, technical, legal or other unforeseen reasons require it or pose too high a risk to the persons or third parties involved.

### **Conditions of participation**

The passenger assures that he/she is in sound mental and physical health and of normal athletic and agile condition, that he/she has no limitations of the walking apparatus, no cardiovascular diseases, balance disorders, nervous diseases or other, also chronic diseases, and that he/she feels able to cope with the strains of a tandem flight. The passenger confirms that his/her body weight is between min. 25 kg (56 lbs) and max. 90 kg (200 lbs). In case of health restrictions, the passenger is obliged to have his/her fitness to fly confirmed by a doctor before participation and to inform the pilot about it. The passenger automatically withdraws from the contract if he/she is under the influence of alcohol, medication or drugs. The passenger must contribute to the success of a safe tandem flight. He is obliged to follow the instructions of the pilot at the launch preparation, at the launch, during the flight and at the landing absolutely and immediately. Especially during take-off, the passenger must run intensively until the paraglider takes off and may only stop running after the pilot has asked him to do so. The passenger is obligated to cancel the flight if no theoretical launch briefing is given by the pilot or if he/she did not understand it in whole or in part. The passenger is strongly recommended to wear ankle-high and sturdy shoes with good profile, as well as suitable clothing (weather/wind resistant, tear-proof, suitable for pollution). The pilot will provide the necessary flight equipment for the passenger (helmet, passenger harness). For safety reasons, the passenger is not allowed to carry any objects during the flight. Exceptions are possible only after individual consultation with the pilot.

### **Liability conditions**

The passenger acts at his/her own risk. It is pointed out that during the participation an increased risk for health, life and property can arise. On the launch site and the way there one is moving in alpine terrain with all the associated dangers. The pilot assumes no liability for any personal injury or damage to property that may occur during transport/on the way to the launch site, during the briefing/launch preparations there or after landing. The pilot's liability begins at takeoff with the connection of the passenger to the paraglider-harness-system and ends with the disconnection of this connection after landing. The passenger is liable for any damage to the passenger, persons involved, property or third parties caused by simple negligence of the passenger or by his failure to follow the pilot's instructions. The liability of the pilot is excluded here. The exclusion of liability applies irrespective of the reason for the claim, the cause and course of the damage as well as the type and amount of the damage. It applies to accidental damage and other damage to health, to personal injury and damage to property, to material and immaterial damage and to consequential damage. The exclusion of liability does not apply if an insurance company covers the damage without recourse to the pilot. For damage to property or loss of property carried by the passenger (baggage damage), the pilot assumes the legal liability in accordance with LuftVG § 47 up to a maximum of 1,288 units of account. Liability exists for any kind of claim up to max. the amount of the legally prescribed or defined coverage sums. The carriage takes place under reservation.

Failure to comply with the pilot's instructions, non-fulfillment or misinformation regarding one or more parts of the contract may result in loss of insurance coverage and endangerment of health and property of the persons involved as well as third parties. In such cases, the pilot is entitled to exclude the passenger from participation. Thereby the entitlement to the service expires. The flight fee is due in full respectively there is no claim for reimbursement.

### **Legal liability | LuftVG § 45 - Liability for personal injury**

1) If a passenger is killed, physically injured or suffers damage to health as a result of an accident on board an aircraft or while boarding or disembarking, the Carrier is obliged to compensate the resulting damage.

(2) In the cases referred to in subsection 1, the air carrier shall be liable for each passenger only up to an amount of 128,821 units of account if 1. the damage was not caused by its unlawful and culpable act or omission or the unlawful and culpable act or omission of its servants or 2. the damage was caused exclusively by the unlawful and culpable act or omission of a third party. The maximum amount under sentence 1 shall also apply to the capital value of an annuity payable as compensation.

(3) If, in the cases referred to in subsection (1), the compensation payable to several persons entitled to compensation on account of the death of, personal injury to, or damage to the health of a passenger exceeds in total the amount of 128,821 units of account and if further liability of the carrier is excluded under subsection (2), the individual compensation payments shall be reduced in the proportion in which their total amount bears to that amount.