




Contract of Carriage


for a paragliding tandem flight between the pilot in charge and the passenger:

First name and surname: _____ 

Street address: _____ 

Zip code and city: _____ 


E-mail: _____ 


Phone: _____ 

Date of birth: _____ 

Body weight: _____ 


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


Signature of passenger 

Place and date 

Consent form for the participation of minors and persons under protection:

The legal guardians; legal representative hereby consent that the above named person participates as passenger in a paragliding tandem flight.


Name/s and signature of legal guardians;
legal representative 


Place and date 


Tandem flight

 Date /  Time

Pilot

EARLY BIRD _____ / _____ 

CLASSIC _____ / _____ 

ROYAL _____ / _____ 

Name and signature of
the pilot

Execution of flights

(1) 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. We expressly point out that despite a firm booking, there is no claim to transportation if the weather conditions or other factors do not allow it.

(2) 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.

Conditions of participation

(1) The passenger assures to be in sound physical, mental and emotional health and athletically of agile condition, to have 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.

(2) In case of health restrictions and/or uncertainty about his/her fitness to fly, the passenger is obliged to have this capability confirmed by a doctor before participation and to inform the pilot about it.

(3) The passenger confirms that his/her body weight is not less than 25 kg (55 lbs) and not more than 90 kg (200 lbs).

(4) 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.

(5) The passenger is strongly recommended to wear sturdy shoes (ankle-high mountain/hiking boots with a grippy profile) and durable outdoor clothing (mountain pants or jeans, warming midlayer, windproof jacket, sunglasses and gloves). The technical flight equipment (helmet, harness) is provided by the pilot.

(6) 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.

(7) The passenger automatically withdraws from the contract if he/she is under the influence of alcohol, medication or drugs.

(8) 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.

(9) For the participation of minors, the signatures of both legal guardians or the legal representative(s) are required.

(10) Flights are always subject to suitable flying weather conditions.

Liability conditions

(1) 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 before takeoff when the passenger is connected to the aircraft and ends when this connection is released after landing.

(2) 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.

(3) 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.

(4) The pilot is not liable for any expenditures or losses that you have incurred or may incur in relation to a cancellation of an appointment and/or claiming an alternative appointment (e.g. travel expenses, accommodation, escorts, vacation, etc.).

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.