



## Terms and Conditions

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### § 1 Area of validity

Information, advice, reservation and implementation of Flying Fox XXL offers and services follow on the grounds of the general business conditions.

### § 2 Description of services

The Flying Fox XXL GmbH operates a 1,6 km long steel cable slide which has been taken over and approved of by the authorities. All other related parts of the system (e.g. cables, carabineer, people's baskets etc) are also certified and the operator decrees over a legally required minimum insurance.

### § 3 Vouchers

1. The execution of the adventures lies wholly with the adventure partner, Flying Fox XXL GmbH (operator). After the purchase of a voucher, the customer is entitled to make a date for his booking transaction himself. The contract concerning the booking and the transaction of the respective adventures is directly between the customer and the Flying Fox XXL GmbH
2. The duration of validity of the voucher is 24 months from the date of issue (purchase). An extension of the duration of validity is possible.
3. The stated price for a voucher i.e. vouchers with voucher- packaging is binding. All the prices quoted for the adventure service are the final prices. (incl. VAT)
4. The adventure vouchers are transferable and can be redeemed by a person of your wish (when considered suitable for so an adventure).

### § 4 Revokement right

The revokement right prematurely expires, if the adventure partner Flying Fox XXL GmbH completes its service, with the explicit agreement of the customer, before the end of the revocation deadline, or, when they feel compelled to do so themselves (e.g.: allocation of the adventure-partner contacts, terminating and/or exercising the adventures before the expiration of the revocation deadline; booking of additional services before the end of the revocation deadline).



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### § 5 Limitations / requirements for taking part in the adventure service

1. The requirements for participation on the Flying Fox XXL depend to some extent on a minimum amount of personal suitability in advance (e.g. Height, age, health, weight). These requirements are stated in the detailed description of the adventure. After a successful booking, the purchaser of a voucher is therefore responsible for the fact that the person participating in the adventure, fulfils the minimum requirements. There is no refund of the purchase price if these minimal requirements are not fulfilled.
2. The adventure experience is open air and therefore influenced by the weather. The participant is informed in the description of the adventure if it is dependent on the weather.
3. The voucher must be brought to the adventure event otherwise the right to partake is cancelled. If the participant fails to turn up to a booked/terminated event, his entitlement to partake is cancelled.
4. The participant must give information about his health. The following are some of the reasons why participation is not possible:  
Pregnancy, high blood pressure, heart problems, heart and circulatory illnesses, pace-maker, epilepsies, eye operations, cataracts, retinal damage, high heart and circulatory risk, known arterial abnormalities, chronic ear problems resulting in balance difficulties, inner ear problems, psychological illness, thrombosis & Marcmannic therapy, damaged loco motor system, disposition disabilities and skeletal dysfunction, such as acquired spine damage with degenerative symptoms of complete organs (spine), continuous negative influence, alcohol and drug abuse.
5. The flyer must ascertain that his physical and psychological health allows him to take part in such an activity. The flyer must give in a declaration („participant agreement“), at the event location, that he has been instructed clearly on the risks of this sport and especially about current health impairments (see above).
6. Following physical fitness and age are necessary:
  - a. Minimum age (Flying Fox XXL): 10 years old. (up to 18 years old only with consent from an authorised guardian).
  - b. Body weight (Flyer): between 35 and 110 kg (depending on weather conditions the minimum and maximum weight may vary!)
7. All participants must, of course, completely empty their pockets before a flight (mobile, purse, small change etc.) and take off glasses, loose necklaces, bracelets etc. The event organizers take no responsibility for lost valuables during a flight.
8. Instructions from the event managers: the participants must obey the instructions of the team and especially of the event managers. Should a participant not heed the safety instructions of the team leaders, they have the right to exclude him from the event. The voucher is also cancelled without repayment.
9. Concealing illnesses, which have been stated above by the event managers and lead to impairment of the participant, means that the participant cannot sue for damages.
10. The participant is urged to wear the right clothing according to the weather. The event organizer is not required to provide suitable clothes for the participants (rain coat, umbrella etc.). the event organizer is also not required to provide food or drink at the event location.
11. The participant must count on a waiting time of 1-1,5 hours including registration, preparation and flight. Waiting time and delays are possible, for example, because of the weather.
12. The use of photo, sound and video material for commercial usage is not allowed and against the agreement with the Flying Fox XXL GmbH operators. Possible photos, sound and videos from Jochen Schweizer colleagues may also not be used for commercial purposes.



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13. **Footage:** the participant signs to allow Flying Fox XXL GmbH and its partners to use film and photo material, free of charge and without argument, for advertising, marketing and distribution. He confirms that no personal rights are damaged by the use of said photo and film material. The participant agrees that these photos and films may be used for all reasons free of charge, no matter where or when, for example, on the internet, media cooperation and all types of publication. The participant ensures that all rights regarding production, distribution and publishing of the above stated photos are only those of the Flying Fox XXL GmbH. These rights are not for the use of a third party (e.g. other photographers or photo agencies).
14. **Pictures:** By signing the participation agreement, the participants agree that the organizer or the organizer's partners recorded film and photographic material may be used free of charge and without protest for PR, advertising, sales and marketing purposes. The participants confirmed by signing the participation agreement that no personal rights are violated his person by their appearance in the performed image and movie recording. The participant agrees in particular that these photos and films may be used free of charge, unlimited in time and space as well as all known types of use, eg on the internet, media cooperation as well as in other publications of any kind of insurance that any and all rights concerning the manufacture, distribution and publication of all the above mentioned photos are exclusively from the organizer. Foregoing grant of rights or the intended use, are no rights of third parties (eg from other photographers, photo agencies, etc.).

### § 6 Availability

Participation in an adventure event also depends on availability. Information about general availability(location/region, season, weekend, day, time of day) can be found in the details of the event description. The booking (coordination of dates) is to be made at least 14 days before the planned date. One should book even earlier for holiday or weekend times. The binding booking of the participant is only valid with the reservation statement ie. confirmation by the Flying Fox XXL GmbH. Bookings at the event location can be taken if there are still appointment times available.

### § 7 Physically disabled

The Flying Fox XXL GmbH welcomes people with disabilities to partake in the adventure offers, but points to the fact, however, that participation in this case may be difficult or impossible. The event organizers ask those with existing disabilities to inform them when making their booking.

### § 8 Alterations of service

1. Alterations and deviations to the content of the event after one has bought a voucher follow only when necessary, as long as the whole content and the activity are not significantly influenced. The participant will be informed of these changes by the Flying Fox XXL GmbH.
2. The time and duration stated of the offered adventures should be simply taken as i of reference. Waiting times cannot be ruled out.
3. The team has the right to end an event at nightfall if a delay builds up over the day so that no risks are taken in the dark. The validity of the participant's voucher is maintained in such a case. There can be no damage claim for delays in the daily programme.
4. The participant knows that, on the grounds of safety, outdoor events must be postponed or cancelled in the case of strong winds or thunder storms.



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5. Photography and its reproduction of the adventures are according to the general specifications. Photos and reproductions, from e.g. actions, situations, people, vehicles, locations etc. are tentative and subject to change.

### § 9 Non-redemption of vouchers, cancellations

1. If a voucher cannot be used by a specific person during the time of validity, the purchaser is obliged to find another way for it to be used (e.g. by giving it to another suitable person). If the voucher is not used at all during the time of validity there is no refund.
2. If an appointment is made for the adventure and the participant does not show up, the voucher is not refunded. The participant should tell the event organizers of a possible postponement in plenty of time and should ask about fees in the case of postponement or cancellation at short notice.

### § 10 Cancellation by a customer

1. Cancellation by a customer: If an adventure is already booked with the Flying Fox XXL GmbH and cancelled by a customer, the following percent of the purchase price is to be paid by the customer:
2. 30% of the purchase price for a cancellation up to and including 15 days before the start of the adventure.
3. 50% of the purchase price for a cancellation within 14 days before and up to 1 day before the adventure.
4. 100% of the purchase price for a cancellation on the same day as the adventure.
5. If the customer does not attend the adventure without a previous explanation of a cancellation, there is no refund of the purchase price.
6. If a participant is at the event location but does not then wish to participate (e.g. fear), he can transfer his voucher to someone else present, who can take his place on that day only.
7. If it is not possible for a participant to be at the right location on the day of his event appointment, he must tell the event managers at least a week before, so that he does not lose the entitlement to his benefits.
8. If the customer does not wish to pay the cancellation fee as in § 10 paragraph 2 and 3, there is no refund for the voucher.



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### § 11 Cancellation by Flying Fox XXL GmbH

1. The event managers have the right to cancel an adventure at short notice due to the weather or other unforeseen circumstances. In this case the participant has the right to partake in his adventure at a later , on a substitute , which has been agreed to beforehand.
2. The participant must give his contact details when booking (email, mobile no. etc.) an adventure, so that he is always reachable by the event organizers. The participant will be contacted by email or telephone if an event is cancelled. The participants are urged to check their emails and answering service regularly so that they are aware of any cancellations.
3. In this case, the voucher remains valid.
4. Other claims on the Flying Fox XXL GmbH, e.g. damage claims, (travel costs or other expenditures) are impossible.

### § 12 Liability for loss and damage

1. The event organizers are not liable for loss or damage of things left at the event location – not even for things handed to the event organizers – also when others testify at the location.
2. The event organizers accept no liability for injuries received by the participant from possible flying objects carried by the participant during his flight. The participant is asked beforehand to empty all his pockets and take off loose jewellery
3. Flying is an outdoor sport. No liability is accepted for dirty or damaged clothing during the adventure event.
4. The participant knows that when buying a video, the filming (if wished) of the experience on the video can vary according to the type of experience. A refund of the purchase price of the video is possible if it is defective, with the verification of the event organizer. Further damage claims (e.g. more flights for a video) are excluded.
5. Contact with a bungee rope, climbing rope or carabineer cannot be excluded and resulting bruises are to be calculated into outdoor extreme sports.

### § 13 Place of Execution – Choice of jurisdiction – Place of jurisdiction

1. In so far as is legally feasible, the place of jurisdiction and the place of payment is the domicile of the Flying Fox XXL GmbH. According to Austrian rights.
2. If you have no general place of jurisdiction in Austria, or in another EU country, or you are a business man who has his domicile placed in another country operant with the AGB or if your domicile is not known at the time of the filing of proceedings, the only place of jurisdiction is the domicile of the Flying Fox XXL GmbH.

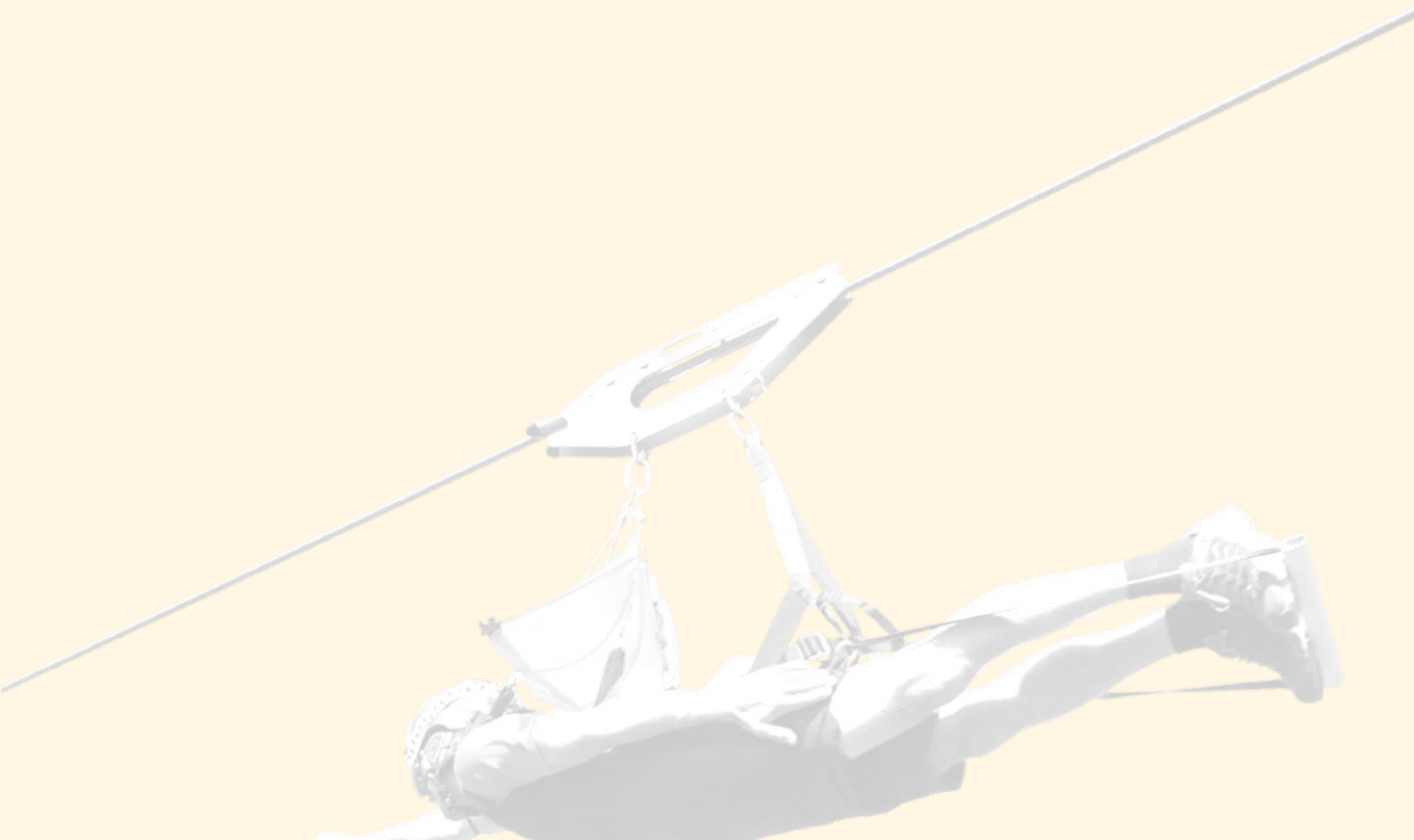


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### § 14 Salvatorius Clause

If the agreement of the AGB is ineffective, the above agreement is also ineffective. Instead of an ineffective agreement it is much more important to settle a correlating or surrogate agreement, so that the parties can reach the same economic result. The same goes for g



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