

# Terms of Fly High Zermatt Herbert Luethi

## **1. General Terms and Conditions (GTC) for Paragliding Passenger Flights.**

2. The passenger confirms that he/she has read, understood and accepted these General Terms and Conditions.
3. The contract comes into effect with the legally binding booking by the passenger. In the event that individual provisions of these GTC should be void or ineffective in whole or in part, the validity and effectiveness of the remaining provisions shall thereby remain unaffected.
4. The fare shall be paid in advance in cash, online or by credit card.
5. The pilot is in command of the tandem Hang Glider and the passenger undertakes to follow his/her instructions.
6. The passenger confirms that he/she does not suffer from any health problems (mental or physical) which could affect the safe performance of a passenger flight with a hang glider.
7. The passenger is aware that participation in a hang glider flight involves risks. Fly High Zermatt Herbert Luethi has taken out liability insurance with a maximum cover of 5,000,000 CHF. The liability of Fly High Zermatt Herbert Luethi for bodily injury and property damage suffered by the passenger during a hang gliding flight shall be limited to a maximum of this amount.
8. Minors or incapacitated passengers require the consent of a parent or legal guardian. If such a person is not present at the time of the flight, a written declaration of consent must be submitted in advance to Fly High Zermatt Herbert Luethi.
9. Appointments for the conducting of passenger flights shall be agreed in advance (even at short notice). Changes to the scheduled date and/or time of the flight may be necessary due to weather conditions or for organizational reasons. The pilot makes the final decision as to whether or not it is possible to carry out a passenger flight.
10. If the passenger cancels the flight the following rules apply to the refund of the flight:
  - a In the event of cancellation more than 60 days before the agreed date, the full cost will be refunded.
  - b In the event of cancellation 60 - 31 before the agreed date, 75% of the cost will be refunded.
  - c In the event of cancellation 30 - 11 before the agreed date, 50% of the cost will be refunded.
  - d In the event of cancellation 10 - 0 before the agreed date, 0% of the cost will be refunded.
11. A cancellation of the flight by the pilot the full amount will be refunded.
12. If a client arrives too late to the agreed meeting point, the client shall be bound to remit the full contractual price. The pilot has got the right to change or to cancel the flight.
13. The pilot decides on the carrying of mobile phones and cameras.
14. Passengers from the USA or Canada expressly waive jurisdiction in the USA or Canada for any disputes arising from the passenger flight and acknowledge that Fly High Zermatt Herbert Luethi does not agree to jurisdiction in the USA or Canada.

15. All disputes arising from the passenger flight contract shall be subject to the jurisdiction of the ordinary courts at the domicile of Fly High Zermatt Herbert Luethi Zermatt Switzerland. Swiss law is exclusively applicable.

**Zermatt, 16<sup>th</sup> April 2023**