

Stipulations for participation in the „Flying Fox XXL“ experience



between

First name: _____ Last name: _____

Street: _____ PC/Town: _____

Born: _____ E-Mail: _____

Tel.: _____ Weight: _____

(subsequently known as participant)

and **Flying Fox XXL GmbH, Hütten 39, 5771 Leogang**

(subsequently known as operator)

The **participant** confirms, with his signature, that he/she agrees to the requirements set by the **operator** to take part in the „Flying Fox XXL“ Action Experiences and that he/she has no physical impediment or ill health which should be taken into account before taking part. It is then assumed that he/she is physically and psychologically fit, as this experience can be quite a physical and psychological strain.

The participant acknowledges that a flight with the Flying Fox XXL can be associated with substantial risks, inevitable in this type of sport. Possible injury, also serious, cannot be ruled out. Therefore the flight is entirely at the participant's own risk.

People with the following health disabilities may not participate: high blood pressure, heart and circulatory problems, damaged locomotor system, epilepsy, eye operations, neurological problems, chronic auditory illness resulting in balance difficulties and alcohol and drug abuse. Pregnant women may also not participate.

A participant must be *at least 10 years old and weigh between 35kg and 110kg (depending on weather conditions the maximum weight may vary!)*. Participants under 18 years of age must have signed consent from an authorised guardian who must also be present. The authorised guardian and the under-age participant must sign this stipulated agreement.

The participant further confirms, with his signature, to exactly follow the instructions of the operator and his staff – especially concerning organisation and safety. The operator has the right to refuse a participant's flight if he/she does not do so.

The operator is only liable for the responsible execution of the flight experience itself (from taking the person onto the ramp until his/her landing on the ground). Liability claims against the operator are impossible, except for damage caused by intent or gross negligence on the part of the operator. This indemnification also covers the operator's employees and vicarious agents. Participation in the adventure is purely at the participant's own risk. The operator must be told immediately of any accident or injury to a participant.

Flying Fox XXL is an outdoor experience. No liability is accepted for clothes worn during the flight become damaged or dirty, or for personal belongings deposited during the flight. The participant must empty everything out of his/her pockets (handy, purse, coins etc.) and take off glasses, loose necklaces, bracelets etc. The operator accepts no liability for lost property during the adventure. Participation with loosely hanging clothes (scarf etc) or long hair, which is not tied back, is forbidden.

Film & photo material 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 PR, advertising and marketing. 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 (eg. other photographers or photo agencies).

Flight tickets (exchanged/ vouchers or cash) are issued for the participant and are not allowed to be transferred to another person.

Our General Business Terms can be seen on www.Flying-Fox-XXL.at.

Date:

Video: Yes No

Participant (and legal guardian)

Flying time: _____

Flight ticket Flying Fox XXL (filled out by the operator)

This flight ticket is your allowance to fly and cannot be given to someone else. It should be kept in a safe place and given to the TEAM-CAPTAIN just before the flight.

Name: _____ Flight time: _____ Weight: _____ Video: