

GENERAL TERMS AND CONDITIONS OF USE AND INFORMATION

OF GOLM SILVRETTA LÜNERSEE TOURISMUS GMBH
FOR THE USE OF THE FLYING-FOX-GOLM



Erlebnisberg im Montafon

1. The operator of the „Flying-Fox“, Golm Silvretta Lünersee Tourismus GmbH is liable within the framework of the legal provisions for physical injury, material damage & property damage only in case of intention or gross negligence of the operator or its staff.
2. **Before using the „Flying-Fox“, each visitor must read the safety instructions and follow the instructions of the staff.**
3. Using the „Flying-Fox“ involves risks and, in particular if the safety rules are not complied with, the danger of sustaining injuries. Clothes can become dirty or damaged, therefore no liability will be assumed.
4. The „Flying-Fox“ can only be used by visitors with a **minimum body weight of 25 kg and a maximum weight of 110 kg** and by visitors who do not suffer from any illness or any mental or physical impairment due to which the use of the „Flying-Fox“ could endanger their own safety and health or the safety and health of other visitors. Persons under the influence of alcohol, drugs, pharmaceuticals or other intoxicating substances are strictly forbidden to visit the „Flying-Fox“. For **pregnants** it is forbidden to use the Flying-Fox-Golm because it would be a serious risk to their health.
5. **Depending on the weather other weight limits may be applicable.** In case of doubt, a scale can be used to measure the body weight.
6. The instructions of the operator and its staff must be complied with. In case of infringements or violations of the instructions or safety orders of the operator, its staff members or these terms and conditions of use, the relevant visitors will be prohibited from using the „Flying-Fox“; furthermore, Golm Silvretta Lünersee Tourismus GmbH as operator does not assume any liability for any type of damage in this connection incurring in these cases.
7. When using the „Flying-Fox“, no objects such as openly worn jewellery, mobile phones, cameras, umbrellas, handbags, sharp, sharp-edged or fragile objects etc. which constitute a risk for the visitors themselves or for other persons may be carried along. Long hair must be tied back with a hair tie. **Smoking is prohibited in the entire area of the Flying-Fox.**
8. The use of the Flying-Fox is permitted only with appropriate equipment. The **equipment** (helmet, belt, safety rope with carabine and castor) supplied by the operator of the „Flying-Fox“ **must be used** according to the instructions of the operator/attendant and **treated with care**. It cannot be transferred to others, may not be taken off during use **and must be returned as the landing platform afterwards**.
9. Unauthorized access of the platform and safety zone is prohibited.
10. **During the ride, you must remain seated and hold the handles with both hands. Releasing the handles and swinging or turning during the ride are not allowed.**
11. Golm Silvretta Lünersee Tourismus GmbH reserves the right to take photos and make film and webcam recordings for monitoring as well as advertising and information purposes throughout the entire facility. The users are not allowed to take photos or make film and webcam recordings for commercial purposes on any part of the facility of the „Flying-Fox“ without authorization to do so.

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12. Payment will be effected in advance. The tickets are not transferable. For groups, an invoice can be issued by Golm Silvretta Lünersee Tourismus GmbH upon request.
13. The operator of the „Flying-Fox“ reserves the right to exclude persons who do not comply with these conditions from the utilization of the „Flying-Fox“ furthermore, to discontinue the operation for safety reasons or for the purpose of maintenance (e.g. storm, thunderstorm, snow, ice, etc.) for the duration of the maintenance or elimination of the hazardous situation. Should a storm, thunderstorm or heavy rainfall occur during use, leave the Flying-Fox immediately. Further use is not permitted in this case. The visitor is responsible to inform him or herself about the opening times via telephone or internet in case of inclement weather. Any liability due to weather conditions and changes of the opening hours at short notice is explicitly excluded. In this case, there is no entitlement to reimbursement of the ticket price.
- 14. Each visitor must read these General Terms and Conditions of Business and Use (GTC) and the information in advance.** By purchasing the ticket, the visitor confirms that he/she has taken note of these GTC and that he/she has understood them and agrees with them. **In case of minors who have not yet reached the age of 14 years,** the legal guardians or **the accompanying adult must read the GTC, discuss them with the minor and accompany them to the start of the Flying-Fox.** The parent or guardian / accompanying adult confirms by purchasing the ticket that he has read through and understood the terms and conditions and has communicated them to the visiting minor.
15. We do not assume any liability for objects left at the place where the equipment is provided.
16. Only the laws of the Republic of Austria are effective to apply. Jurisdiction is that for Tschagguns factually competent court.

Tschagguns, January 2020
Golm Silvretta Lünersee Tourismus GmbH