

# AlpinAir Paragliding GmbH

## General Terms and Conditions (GTC) - Paragliding Tandem Flights

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### 1. General

AlpinAir Paragliding GmbH organizes and coordinates paragliding tandem flights in Switzerland.

The actual aviation activity is performed by independently operating, licensed tandem pilots, hereinafter referred to as "the Pilot".

AlpinAir Paragliding GmbH is responsible for booking coordination, customer communication, logistics, transportation, infrastructure, operational organization and payment processing. The Pilot is responsible for the professional and safe execution of the paragliding flight.

By booking a flight, the passenger confirms that they have read, understood and accepted these General Terms and Conditions.

These GTC apply to all bookings made directly with AlpinAir Paragliding GmbH, through its website, by email, phone, messaging services, partner platforms, hotels, agencies, sales points or any other booking channel, unless expressly agreed otherwise in writing.

### 2. Contract Formation

With a verbal or written booking made via AlpinAir Paragliding GmbH, its website, partner platforms, hotels, agencies or sales points, a binding booking is concluded.

The booking covers the organization and coordination of the tandem paragliding activity by AlpinAir Paragliding GmbH and the execution of the flight by an independently operating Pilot.

Acceptance of these GTC forms an integral part of the booking.

The passenger is responsible for providing complete and accurate booking information, including name, contact details, weight, age where relevant, health-related information where relevant, and any other information required for the safe organization and execution of the activity.

### 3. Scope of Services

The Pilot undertakes to perform the booked tandem paragliding flight in accordance with applicable Swiss regulations, aviation and safety standards, and the information provided at the time of booking.

The service may include, depending on the booked product and operational setup, booking coordination, transportation to the takeoff area, equipment preparation, safety briefing, the tandem flight and landing coordination.

Changes to the service, flight route, takeoff location, landing location, meeting time, flight time or general timing may occur due to weather conditions, wind, thermal activity, safety considerations, airspace restrictions, operational reasons or instructions by the Pilot.

The passenger has no entitlement to a specific Pilot, takeoff location, route, flight duration, landing location, flight manoeuvre or view, unless expressly confirmed in writing by AlpinAir Paragliding GmbH.

## 4. Flight Products, Duration and Passenger Expectations

The standard product "Top Flight" usually includes an approximate flight time of 10 to 20 minutes and a total experience time of approximately 1 hour and 15 minutes.

These times are indicative only and may vary due to weather, wind, thermal activity, passenger weight, takeoff location, safety considerations, airspace, operational circumstances or Pilot judgement. No exact flight duration is guaranteed.

A shorter flight duration does not in itself constitute a defect and does not entitle the passenger to a refund, provided that the flight was safely and properly conducted in accordance with the Pilot's professional judgement.

The optional "Double Airtime" flight, which is intended to provide a longer flight of more than 20 minutes, is available only upon request and subject to suitable weather, thermal conditions, operational feasibility and Pilot approval. The possibility of performing a Double Airtime flight cannot be guaranteed in advance.

If a Double Airtime flight has been booked and paid for, but the actual flight duration does not exceed 20 minutes, the flight will be treated and charged as a regular Top Flight. In such case, the passenger is entitled to a partial refund corresponding to the difference between the paid Double Airtime price and the applicable Top Flight price.

If the entire flight is cancelled by AlpinAir Paragliding GmbH or the Pilot before takeoff, the cancellation provisions of these GTC apply.

Paragliding is an outdoor aviation activity and depends on natural and operational factors, including wind, weather, thermal activity, airspace, passenger weight, safety conditions, takeoff location and Pilot judgement.

The Pilot may at any time shorten, adapt or terminate a flight if this is considered necessary or appropriate for safety, weather, operational or passenger-related reasons.

Subjective dissatisfaction, including but not limited to disappointment with flight duration, route, weather, visibility, thermal conditions, intensity of the flight, absence of manoeuvres or personal expectations, does not automatically entitle the passenger to a refund or compensation.

Any goodwill gesture, discount, partial refund, voucher or rebooking offered by AlpinAir Paragliding GmbH is voluntary and does not constitute an admission of liability or create any legal entitlement for future cases.

## 5. Prices & Payment

All published prices are per person in Swiss Francs (CHF) and include statutory VAT where applicable.

The full flight price must be paid in advance, unless otherwise agreed. Payment may be made online, by card, in cash or by other accepted payment methods.

A booking is only confirmed once AlpinAir Paragliding GmbH or the relevant booking platform has issued a confirmation or otherwise accepted the booking.

Prices may vary depending on season, product, demand, booking channel, promotions or other commercial factors. Price changes remain expressly reserved.

Confirmed bookings remain subject to the price confirmed at the time of booking, unless the booking is later changed by the passenger.

Optional extras, including but not limited to photos, videos, special pick-up services, private flights, Double Airtime flights or additional services, are only included if expressly stated in the booking confirmation.

## 6. Cancellations & Changes by the Passenger

### 6.1 Cancellation before the activity

Cancellations must be communicated in writing by email, through the booking platform, or through another written communication channel accepted by AlpinAir Paragliding GmbH.

- More than 48 hours before the scheduled flight: Full refund of the flight price paid.
- Within 48 hours before the scheduled flight: 100% of the flight price is due and no refund is granted.

The relevant time for calculating the cancellation period is the scheduled meeting time stated in the booking confirmation.

### 6.2 Rebooking by the passenger

Rebooking requests are subject to availability and must be made in writing.

Rebooking more than 48 hours before the scheduled flight is possible subject to availability.

Rebooking within 48 hours before the scheduled flight may be refused or treated as a late cancellation. AlpinAir Paragliding GmbH may, at its discretion, offer a rebooking as a goodwill gesture.

A passenger has no entitlement to a rebooking to a specific date, time, Pilot or weather condition.

### 6.3 No-show / late arrival

Passengers must arrive at the meeting point at or before the time stated in the booking confirmation. AlpinAir Paragliding GmbH recommends arriving at least 10 minutes early.

Failure to appear at the agreed meeting point, arrival at the wrong meeting point, or late arrival that prevents the execution of the flight is considered a cancellation by the passenger and will be charged at 100%.

AlpinAir Paragliding GmbH and the Pilot are not obliged to wait for late passengers. Late arrival may be treated as a no-show.

In practice, AlpinAir Paragliding GmbH may, where operationally possible, allow a short waiting time. However, this is voluntary and creates no entitlement for the passenger.

Delays caused by traffic, public transport, parking, personal planning, lost items, incorrect booking details, lack of availability by phone or communication issues on the passenger's side are the passenger's responsibility.

### 6.4 Failure to cooperate

If the passenger does not actively participate during takeoff, stops running, sits down, refuses to follow instructions, panics in a way that prevents safe execution, or otherwise prevents the flight despite appropriate briefing and reasonable attempts, the activity is considered attempted and the full price remains due.

This also applies if the Pilot decides to abort the takeoff or flight for safety reasons caused by the passenger's conduct, condition or failure to cooperate.

In such cases, the passenger will be transported back when operationally possible, usually with the next available trip. No refund is due.

## **7. Cancellations, Delays or Changes by AlpinAir / the Pilot**

The Pilot has the final authority to decide whether a paragliding flight can be conducted safely.

If, in the opinion of the Pilot or AlpinAir Paragliding GmbH, a flight cannot be carried out due to safety considerations, weather conditions, wind, airspace restrictions, operational reasons, events beyond reasonable control, official or governmental restrictions, or other circumstances beyond reasonable control, the flight will not be conducted.

If AlpinAir Paragliding GmbH or the Pilot cancels the flight before takeoff due to weather, wind, safety, operational reasons or other circumstances beyond reasonable control, the passenger may choose between a rebooking, subject to availability, or a full refund of the amount paid for the flight.

Weather forecasts are not binding. Flights may be delayed, postponed, rescheduled or cancelled at short notice if required for safety or operational reasons.

If a flight has already started and is shortened, adapted or terminated earlier than expected due to weather, safety, operational conditions, passenger condition or Pilot judgement, this does not automatically entitle the passenger to a full or partial refund.

No further claims for compensation or damages arise from cancellations, delays, route changes, shortened flights, alternative takeoff or landing locations, or interruptions, including but not limited to travel costs, accommodation costs, missed connections, missed activities or loss of holiday time.

## **8. Participation Requirements & Passenger Obligations**

Good physical and mental health is required to participate in a tandem paragliding flight.

The standard weight range for participation is 25 kg to 90 kg. Passengers below 25 kg or above 90 kg may only participate with prior approval from AlpinAir Paragliding GmbH or the Pilot.

Children may generally participate from the age of 5 years, provided they meet the physical and mental requirements and the Pilot considers the flight suitable and safe.

Passengers under the age of 18 require the consent of a parent, legal guardian or responsible adult. AlpinAir Paragliding GmbH may require a signed consent form before participation. This consent may be provided in paper form or, where available, digitally.

The responsible adult confirms that they are authorised to give such consent and that the minor meets the participation requirements.

Passengers must be able to follow instructions, walk on uneven terrain and actively run several steps during takeoff.

Passengers are responsible for ensuring that they meet all participation requirements, including but not limited to weight, age, physical condition, mental condition and fitness, as communicated before booking.

Passengers must inform AlpinAir Paragliding GmbH or the Pilot before booking of any medical condition, injury, pregnancy, recent surgery, physical limitation, mental condition, fear reaction, medication or other circumstance that could affect the safe execution of the activity.

In case of doubt, the passenger is obliged to contact AlpinAir Paragliding GmbH prior to booking in order to clarify their suitability to participate.

Participation under the influence of alcohol, drugs, or medication that may impair awareness, judgement or physical performance is strictly prohibited.

Passengers are required to strictly follow all instructions given by the Pilot and assisting staff before, during and after the activity.

If a passenger does not meet the participation requirements, provides incorrect or incomplete information, exceeds or falls below the permitted weight range without prior approval, is not physically or mentally fit to participate, is under the influence of alcohol, drugs or impairing medication, or fails to follow instructions, the Pilot or AlpinAir Paragliding GmbH reserves the right to exclude the passenger from the activity for safety reasons.

In such cases, the exclusion is treated as a late cancellation or passenger failure, and no refund is due.

The Pilot may refuse participation if the passenger's weight, physical condition, mental condition, behaviour, weather conditions, takeoff conditions or any other relevant circumstance makes safe participation unsuitable in the Pilot's professional judgement.

## 9. Insurance

### 9.1 Liability Insurance

Each independently operating Pilot holds mandatory aviation liability insurance for tandem paragliding flights in accordance with Swiss legal requirements and/or the standards of the Swiss Hang Gliding and Paragliding Association (SHV).

This insurance covers bodily injury and property damage suffered by passengers and third parties only in cases where the Pilot is legally liable, and only within the scope, exclusions and limits of the applicable insurance coverage.

### 9.2 Accident, Health and Travel Insurance

Passengers are responsible for ensuring that they have adequate personal accident, health and travel insurance coverage, including coverage for sports, outdoor and aviation-related activities where required.

Any passenger accident insurance arranged in connection with the booking applies only if explicitly communicated, is subsidiary, and may be claimed only after any existing personal insurance of the passenger has been fully exhausted, and only within the insured coverage limits, exclusions and conditions.

AlpinAir Paragliding GmbH recommends that passengers check their insurance coverage before booking, especially if they are visiting from abroad.

## 10. Photos, Videos, Personal Belongings and Equipment

Photos and videos are not included in the flight price unless expressly stated otherwise. They may be purchased directly from the Pilot after the flight at the applicable price.

The price for photos and videos may vary depending on season, product, Pilot, booking channel or other operational factors.

The photo/video service is a separate optional service between the passenger and the Pilot.

Photos and videos are usually transferred directly to the passenger's mobile phone using an SD card adapter. If this is not possible, the Pilot may provide them by link, AirDrop or another suitable transfer method.

Photo and video services are subject to weather, lighting, safety, technical and operational conditions. Safety always takes priority over taking photos or videos.

The number, quality, perspective and content of photos or videos may vary and are not guaranteed.

If a paid photo/video service cannot be delivered due to a technical issue attributable to the Pilot's equipment, the Pilot may offer an appropriate solution where reasonably possible and operationally feasible. If no reasonable solution is possible, the passenger's claim is limited to the photo/video service and does not affect the flight price.

The Pilot decides whether personal items such as mobile phones, cameras, sunglasses, bags or other belongings may be carried during the activity or flight.

Neither the Pilot nor AlpinAir Paragliding GmbH accepts liability for loss, theft or damage to personal belongings, unless caused by proven intentional or grossly negligent conduct.

Photos and videos showing the passenger may be used for marketing purposes only where the passenger has given consent or where such use is otherwise permitted by applicable law.

## 11. Complaints, Claims and Refund Requests

Any complaints, irregularities, dissatisfaction, damages or incidents must be reported immediately on site to the Pilot or AlpinAir Paragliding GmbH, wherever reasonably possible.

Refund requests or complaints regarding the service must be submitted in writing within 7 days after the scheduled flight date.

Damage claims or accident-related claims must be reported immediately and in writing as soon as reasonably possible.

The passenger must provide all relevant information and evidence reasonably required to assess the complaint, including booking details, description of the issue, photos, videos, medical reports or other relevant documentation where applicable.

AlpinAir Paragliding GmbH may investigate complaints by consulting the Pilot, staff, booking records, weather information, operational records, available media and other relevant information.

Late complaints may be rejected where the delay prevents proper investigation, to the extent permitted by law.

Subjective dissatisfaction alone does not create an entitlement to a refund.

Refunds, if granted, are limited to the amount paid for the affected service. Further compensation is excluded to the extent permitted by law.

## 12. Liability

AlpinAir Paragliding GmbH is responsible for its own organizational services, including booking coordination, customer communication, logistics, transportation and payment processing.

The paragliding flight itself is performed by an independently operating, licensed Pilot on their own professional responsibility.

The Pilot is responsible for the professional and safe execution of the flight in accordance with applicable aviation and safety standards.

Liability of AlpinAir Paragliding GmbH and the independently operating Pilot for bodily injury, property damage or financial loss exists only within the limits of mandatory statutory liability and, where applicable, within the scope of the relevant insurance coverage.

Any further liability, contractual or non-contractual, is excluded to the extent permitted by law.

AlpinAir Paragliding GmbH is not liable for acts or omissions of the Pilot in connection with the professional execution of the paragliding flight, unless mandatory law provides otherwise.

AlpinAir Paragliding GmbH is not liable for indirect or consequential damages, including but not limited to missed flights, missed trains, missed activities, lost holiday time, accommodation costs, travel costs, loss of income, emotional distress or other consequential losses, to the extent permitted by law.

Nothing in these GTC excludes or limits liability where such exclusion or limitation is not permitted under mandatory applicable law.

### **13. Force Majeure and Events Beyond Control**

AlpinAir Paragliding GmbH and the Pilot are not liable for failure, delay, change or cancellation caused by events beyond their reasonable control.

Such events include, but are not limited to, adverse weather, wind conditions, storms, natural events, airspace restrictions, official orders, governmental measures, road closures, transport disruptions, accidents, technical issues, infrastructure failures, illness or unavailability of Pilots, safety incidents, pandemics, strikes, civil unrest or other circumstances that could not reasonably be avoided.

In such cases, AlpinAir Paragliding GmbH may cancel, postpone, adapt or reschedule the activity. Refunds are governed by the cancellation provisions of these GTC.

No further compensation is owed for costs or losses caused by such events.

### **14. Third-Party Platforms, Agencies and Resellers**

For bookings made through third-party platforms, agencies, hotels or resellers, additional terms and conditions of such third parties may apply, particularly regarding payment processing, cancellation handling and refunds.

These GTC apply in all cases to the operational execution of the activity, safety decisions, participation requirements, passenger obligations, liability, insurance, conduct during the activity and complaints relating to the execution of the flight.

In case of conflict, the third-party platform's terms may apply to payment and booking administration, while these GTC remain applicable to safety, participation and operational matters.

### **15. Vouchers, Promotions and Discounts**

Vouchers, promotional codes, discounts or special offers are only valid under the conditions stated at the time of issue.

They are not redeemable for cash, cannot be applied retroactively and may be subject to availability, validity periods and product restrictions.

If a passenger fails to appear, arrives late or is excluded due to passenger-related reasons, a voucher may be considered redeemed.

### **16. Data Protection**

AlpinAir Paragliding GmbH processes personal data for the purpose of booking administration, customer communication, payment processing, operational coordination, safety, legal compliance, insurance handling and service improvement.

Personal data may be shared with independently operating Pilots, booking platforms, payment providers, insurance providers, authorities, legal advisors or other service providers where necessary for the performance of the booking, safety, legal compliance or legitimate business purposes.

Further details may be set out in a separate privacy policy.

## **17. Applicable Law & Jurisdiction**

Swiss law applies exclusively, excluding conflict-of-law rules.

To the extent legally permissible, the place of jurisdiction is Interlaken, Switzerland.

Passengers from outside Switzerland acknowledge that any claims must be brought before the competent Swiss courts, to the extent legally permissible.

Passengers from the USA or Canada expressly acknowledge that neither AlpinAir Paragliding GmbH nor the Pilot accepts jurisdiction in the USA or Canada, to the extent legally permissible.

Mandatory consumer protection jurisdictions remain reserved where applicable.

## **18. Severability Clause**

Should any provision of these GTC be or become invalid or unenforceable, the remaining provisions shall remain fully effective.

The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic and legal purpose of the original provision.

## Optional Booking Checkbox Summary

*Recommended short acceptance text for the booking platform:*

*By booking, I confirm that I understand and accept that paragliding depends on weather and safety conditions, that flight duration is approximate and not guaranteed, that late arrival/no-show is charged at 100%, and that I meet the participation requirements, including the standard weight range of 25-90 kg.*