



General Terms and Conditions of the Entrepreneur, Dipl.-Ing. Hans Messner, Dornach 4, 9951 Ainet, Austria

#### 1. Registration

Registration for a boat trip or other leisure activity can be made in writing, including, but not limited to, email, letter, telephone, or in person or verbally. It will be confirmed by Hans Messner, hereinafter referred to as the Entrepreneur for the sake of simplicity, in writing, including, but not limited to, email, text message, letter, telephone, or in person or verbally, and is legally binding upon confirmation.

#### 2. Payment Terms

50% of the agreed fee is due upon booking, subject to separate written agreements with the respective contractual partner.

The second half of the agreed fee must be transferred in a timely manner so that this amount is received in the above-mentioned account at the latest upon departure of the boat trip or upon the start of the leisure activities otherwise booked with the Entrepreneur.

#### 3. Cancellation Policy

10% of the agreed fee is due if the cancellation is made up to 20 days before the start of the booked boat trip or other activity. 30% of the agreed fee is due if the cancellation is made between 19 and 10 days before the start of the booked boat trip or other activity. 50% of the agreed fee is due if the cancellation is made between 9 and 3 days before the start of the booked boat trip or other activity. 80% of the agreed fee is due if the cancellation is made less than 3 full days, i.e. 72 hours, before the start of the booked boat trip or other activity. 100% of the agreed fee is due if the participant who has booked a boat trip or other activity does not show up for the booked boat trip or other activity.

COVID-19: Cancellation is possible almost free of charge upon presentation of an appropriate medical certificate. Only the payment processing fee must be paid.

#### 4. Requirements

By registering, each participant in a boat trip confirms that they have the necessary physical and mental requirements to participate in the boat trip. In particular, each participant confirms that they have sufficient swimming skills in flowing waters, which would enable the participant, if they should fall overboard during the trip for whatever reason, to swim independently to the shore of the flowing waters being navigated by the boat.

#### 5. Exclusion

The operator and its boat captain reserve the right to exclude from the boat trip any person who appears to be impaired by medication, alcohol, or drugs. This also applies to participants who, after receiving training from the operator or its boat captain, indicate that they do not have the physical or mental requirements to participate in the booked boat trip. 2

#### 6. Scope of Services

The exact scope of services for the booked boat trip or other activity can be found in the program, which each participant receives from the operator or its employees with the booking confirmation.

#### 7. Safety

Every participant in a boat trip must follow all safety instructions given by the boat captain and actively participate in the boat trip according to their instructions. Participants in a boat trip must support each other to the best of their ability.

8.1. Each participant in a booked boat trip has been thoroughly informed by the operator or its employees, especially its boat captains, before the start of the boat trip that this is an adventure activity that is inherently dangerous and whose outcome cannot be predicted with certainty, even though the equipment provided by the company for this boat trip complies with the state of the art, in particular the current safety standards applicable to this boat trip. All boat trips are meticulously planned and prepared by the operator or its boat captains. Before each boat trip, participants receive detailed training from the respective boat captain. However, the risks associated with this adventure sport are diverse and therefore cannot be completely controlled and thus never eliminated.

8.2. Liability for all damages and claims, regardless of the legal basis, against the operator and its boat captains is limited to intent and gross negligence. The operator is not liable for damages caused by an activity that goes beyond the program booked by the boat trip participant. In the case of consumer transactions within the meaning of the Austrian Consumer Protection Act, this only applies to the extent that such damages do not involve personal injury.

9. Injuries and property damage must be reported immediately to the boat captain by the boat trip participant.

10.1. The boat captain is entitled to exclude participants who violate these terms and conditions, especially those who suggest that they do not have the physical or mental requirements necessary for the boat trip, especially the required swimming skills in flowing water, from the boat trip before it begins. If it becomes apparent during the boat trip that individual participants do not have these skills, to immediately cancel the agreed boat trip.

10.2. Furthermore, the boat operator reserves the right to cancel, restrict, or change the route of the boat trip due to unforeseen circumstances that have the potential to endanger the safety of the participants, in particular excessively high water levels, a change in the weather, or insufficient skills of the participants to complete the boat trip safely. Furthermore, the operator is entitled to immediately withdraw from the contract if such circumstances occur.

#### 11. Duration of a Boat Trip

The duration of a boat trip cannot be precisely predicted. The times stated in the program are therefore only guidelines. The operator assumes no liability for compliance with these guidelines for the predicted duration of a boat trip.

Unless otherwise agreed in writing with the operator, travel to and from the embarkation point by private vehicle is at the respective boat trip participants' own risk and, in particular, at their own expense. These trips are not part of the operator's program unless otherwise agreed in writing with the operator. The operator therefore assumes no liability whatsoever for accidents and damages that may occur.

12. Photos and videos taken by the operator or its staff, in particular its employees, during a boat trip or other activities may be used by the operator free of charge for advertising purposes, regardless of the medium.

#### 13. Choice of Law

Austrian law applies exclusively. The place of performance is 9951 Ainet in East Tyrol, Austria. For all disputes arising from this contract, the District Court of Lienz is agreed upon as the place of jurisdiction of first instance between the contracting parties, regardless of the amount in dispute. For consumers, the place of jurisdiction is pursuant to Section 104 of the Austrian Jurisdiction Code.

14. For safety reasons, participants must ensure that the helmet chin strap and life jacket fasteners are always closed during the boat trip. Each participant on a boat trip must also ensure that they have the necessary equipment for the trip. The boat operator has the right to exclude participants from the boat trip if their equipment is incomplete and this is due to negligence on the part of the participant.

15. The participant is liable for any deliberate damage to boats and equipment, as well as other items provided by the operator or third parties. The participant on a boat trip is obligated, free of charge, to assist in the transport of the boat and equipment to and from the operator's transport vehicle, especially from the vehicle to the water, according to the instructions of the boat operator.

16. Smoking during the boat trip and other activities is strictly prohibited for safety reasons.

The person responsible for any resulting damage must pay for it. 17. Each participant in a boat trip must exercise particular caution and attention when boarding and disembarking from the boat, as they must always be aware of shallows, varying river currents, and the possibility of the boat drifting. In this context, each participant is expressly advised that there is an increased risk of slipping when boarding and disembarking from the boat, as this occurs in shallow water and on rocky ground.

18. The operator reserves the right to make price or program changes, as well as to correct printing errors in the programs sent or distributed, at any time.

19. In the event that any provision of the contract is invalid in whole or in part, this does not result in the invalidity of the entire contract. Rather, the operator is entitled to replace this invalid provision with a contractual provision that comes as close as possible to the purpose of the invalid provision.

#### 20. Exclusion of Claims and Limitation Period

The participant must assert all claims for non-contractual provision of the contractually agreed services against the operator within one month of the contractually agreed termination of the agreed service. After the expiration of this period, the participant may assert claims against the operator for non-contractual performance if they were prevented from complying with this period through no fault of their own. All claims of the participant arising from this contract for transport by boat shall expire after six months. The limitation period begins on the day on which the agreed service for the booked boat trip was supposed to end according to this contract. If the participant has asserted such claims, the limitation period for these claims is suspended until the day on which the operator disputes and thereby rejects the asserted claims in writing, i.e., by email or letter, whether registered or unregistered.