

General Terms & Conditions “Eugendorf Aktiv Sommer”

In this text, “you” is to be interpreted as the client who has made the reservation and all participants the client is bringing with him in his group. The “guide” denotes to Franz Zwanzger (mountain and hiking guide). Participation in a event is understood as acceptance by the participant of those General Terms and Conditions.

1. Physical prerequisites: an average physical condition is required for all trips. It is the responsibility of the client to be aware of the fitness level for a particular trip. The client must inform the guide before the start of the event of medical conditions, illnesses or disorders that may be relevant for safety reasons or aggravated during the tour. Please consider the suitability of such an event/activity before reservation.
2. Equipment: The guide will ensure that all participants have all the necessary equipment or clothing and reserve the right to exclude participants who don't have the minimum equipment required. The customer is responsible for all equipment issued for use during the tour.
3. Liability: the guide always tries to lead as safe as possible and conform to all possible situations during the tour. Nevertheless objective danger can occur any time, therefore no absolute safety can be assured! Mountain tours, of whatever nature, generally entail significant physical strain and risks, which may result in injury or even death; the client is aware of that and is willing to run such risks when concluding an agreement on a tour. Except in respect of death or personal injury caused by the negligence of the guide, none of the guides will be made liable for:
 - illness, injury, death, loss, theft or damage of personal effects, cash, objects of value, photo equipment during the duration of a tour
 - Fault on your part before and during to the trip
 - Act of a higher power or on an event which the guide could not foresee or prevent in spite of all possible caution, in particular natural disasters and official government actions

All reservations are made on the basis that you will strictly observe the safety instructions given by the guide. If you choose to ignore the advice of the guide you do so at your own risk and forfeit a duty of care from the guide.

Travel to and from the hike is at client's own risk and expense.

4. Exclusion of participation: the guide is permitted not to allow you to join an activity, or to exclude you from one, if you do not meet the personal participation requirements, your participation would endanger you, other clients or the guide or in any other way make the activity impossible in the long-term. This applies accordingly to a participant you have referred.
If you disregard instructions or choose to leave the group you do so at your own risk, and you forfeit the duty of care.
5. Program change: the guide reserves the right to change the mountain objective, itinerary or stop the tour should he believe that continuing would place any group member and/or himself at undue risk due to unfavorable weather conditions and/or participant ability.
6. No shows: you are responsible for arriving on time at the notified meeting point. All public hiking tours run on local time. This means that we leave promptly at the published departure time. If you are late, the tour will leave without you.
7. Right of image: the guide may seek to use photos of participants for the website/publicity purposes without obtaining any further consent or payment in respect of such photographs and/or films. Please advise the guide before the tour if you would prefer not to be involved in this.