



GENERAL TOUR INFORMATION

Personal requirements:

Each participant is responsible for meeting the necessary psychological and physical requirements for the selected tour. The specific requirements are listed in the catalogue, the advertisement as well as in the following terms and conditions. People affected by medication, alcohol or drugs are excluded from taking part in the tour.

Safety/Risk:

Every participant in Torrent Outdoor Experience OG tours is aware that they are participating in an adventurous activity that cannot guarantee the comfort and safety of a standard package tour.

Torrent Outdoor Experience OG tours are led by certified tour guides. The equipment meets the latest safety standards. All tours are carefully planned and prepared. Before starting a tour you will receive safety instructions from the tour guide. However, participants have to recognize that some risks are always present during outdoor activities.

Liability for all damages and claims, for whatever legal reason, against Torrent Outdoor Experience OG (or "the Tour Operator") and the tour guides is limited to gross negligence and intent. The Tour Operator is not liable for damage caused by activities that go beyond the booked programme. The purchaser of the tour assures that he submits the registration for the tour in the name and authority of the registered participants. Rescue costs (emergency medical helicopters, mountain rescue, etc.) are to be borne by the rescued participant themselves, unless these are covered by the existing liability insurance from Torrent Outdoor Experience OG.

Cancellation of the Tour/Exclusion of Participants

The tour guide is entitled to exclude guests from the tour or to cancel the tour if they violate our terms and conditions, in particular if they do not meet the requirements for the tour. The tour manager reserves the right to change, expand or limit the tour programme due to unforeseen circumstances that could endanger the safety of the guests (e.g. excessive water level, sudden changes in weather conditions, insufficient skills of the participants). The Tour Operator is entitled to withdraw from the contract in the event of such circumstances.

Injuries and damage must be reported to the tour guide immediately.

Duration of a tour

The duration of a tour cannot always be precisely predicted. The times given are guidelines.

Liability

Some of the travel to and from the tour areas is done by private motor vehicle. These transports are not part of our programme. We therefore accept no liability for accidents and damage that may occur during those travels.

The organizer is only liable for the services of third parties for the proper arrangement, such as accommodation, meals, and transfers. Participation is at your own risk. If equipment is borrowed, the borrower is liable for the proper return.

Most adventurous outdoor activities are physical and demanding and therefore place increased demands on fitness and health. It is essential to closely follow the instructions of the tour guide.

Special conditions for Torrent Outdoor Experience OG rafting tours:

Participation requires sufficient knowledge of swimming in flowing water. During the tour, the participant must ensure that the chin strap of the helmet and the life jacket fastenings are closed. Each participant has to make sure that they carry the necessary equipment for the tour. The tour leader has the right to exclude the participant from the tour if the equipment is incomplete - if this is due to the negligence of the participant.

The participant is obliged to participate in the transport of the boat from and to the transport vehicle.

It is the responsibility of the participant to be careful when boarding and disembarking from the boat, as shoals, slippery stones, different currents and the moving of the boat are to be expected, which increases the risk of injury.

Special conditions for Torrent Outdoor Experience OG Canyoning Tours:

When walking through a canyon there are usually no proper trails and slippery passages can be expected. Participants must be aware that they could slip at any time. The tour guide will show you how to move safely. All areas containing a risk of falling may only be accessed with the proper safety equipment and under the supervision of the canyoning guide. There is a risk of falling rocks in a canyon.

Each participant must ensure constant eye contact with the other participants as well as the canyoning guide.

Special safety equipment will be used on our canyoning tours. Before and during the tour, every participant receives proper instruction on how to use the equipment. It is important to handle the equipment with proper care.

You can only jump after permission of the canyoning guide. When jumping follow the instructions of the tour guide carefully. Differing water depths can also be expected in the water basins, which is why it is only permitted to jump in designated areas. If the guest does not feel comfortable to jump they have to inform the tour guide, who will find alternative ways to safely overcome the height difference. Each participant has to make sure to choose a safe, non-slip area to jump from, press their hands close to the body and jump with an upright body, feet first. It is generally to be expected that the feet will touch the ground, which

is why the legs must be braced for impact. Sliding down into the riverbed must be done in a reclined posture, with the head bowed and hands folded. Every participant must bring ankle-high shoes with a non-slip sole that are suitable for walking in pathless terrain. Rental shoes are available to a limited extent.

Every guest has to make sure that the harness, the helmet and the carabiner are always securely closed. Irregularities must be reported to the canyoning guide immediately. Each participant has to be considerate of other participants and, on the orders of the canyoning guide, provide them with reasonable assistance.

Photos and Videos

Many guests appreciate pictures of the tours, which we will be happy to take. We also take photos and videos that we use for advertising purposes (website, Facebook, etc.). When booking our tours, you personally agree that we may use photos of groups in which you were part for above mentioned purposes. We commit to only use photos that are neither suggestive nor violate the privacy of the guest.

GENERAL TERMS AND CONDITIONS

The organizer has business liability insurance that includes all programmes.

Termination due to force majeure

If the trip is made significantly more difficult, endangered, impaired or the security of the customer is no longer guaranteed as a result of force majeure that was not foreseeable at the time of the conclusion of the contract, both you and we can terminate the contract after examining a possible rescheduling or after proposing an equivalent replacement programme. If you cancel before the start of the tour for the aforementioned reasons, you will get reimbursed for the full price of the tour. No further claims for compensation will be accepted. Paid tours will be reimbursed upon cancellation, vouchers remain valid.

Registration

With our booking confirmation (usually by email) the tour contract is binding for both parties and the present tour conditions are recognized. The applicant expressly assures that he will submit the tour registration in the name and authorization of all the number of registered participants (group bookings).

Failure to take part in a tour

If, for whatever reason, the participant does not take part in the tour, no refund will be made.

Prices

All prices are inclusive of VAT. All prices are per person unless otherwise stated.

Withdrawal from the tour, cancellation and non-commencement of tours and booked programs

In the event of cancellation regardless of the reason for cancellation, the following cancellation costs will be charged: 10% of the total price up to 30 days before the start of the trip, 30% from 29-15 days, 50% from 14-3 days, 100% from 2 days to the same day. We recommend taking out travel cancellation insurance (European travel insurance)

Language

The general contract, order and business language is German. An automatic, software-based translation system (provided by Google) is used on the website to translate into languages other than German or English. The customer acknowledges that automatic translation systems may contain poor and incorrect translation results and may lead to misunderstandings. Torrent Outdoor Experience cannot be held responsible for any misunderstandings related to poor translation in languages other than German and English.

Place of jurisdiction

The place of jurisdiction for both parties is the location where the tour took place or our company headquarters in 5400 Hallein.

Hallein, July 2020