

## GENERAL TERMS AND CONDITIONS Tour Guide Harml Touristik GmbH, Flachauerstr. 163, 5542 Flachau

### LIABILITY DISCLAIMER

#### **This disclaimer applies to:**

- a) Participants of a tour led by DIPS&DROPS Sports-Bike-Hotels or a third party acting on behalf of DIPS&DROPS Sports-Bike-Hotels - examples: hiking, biking, hut tour, sunrise tour, bike park day at Reiteralp, all within the framework of the weekly program - hereinafter referred to as the "Tour".
- b) for unguided rides on tours offered or advertised by DIPS&DROPS Sports-Bike-Hotels or a third party (also on behalf of DIPS&DROPS Sports-Bike-Hotels).
- c) for rides with own or third-party material provided by DIPS&DROPS Sports-Bike-Hotels or a third party on behalf of DIPS&DROPS Sports-Bike-Hotels.

By participating in the Tour, the participant expressly and irrevocably acknowledges that the practice of cycling, other alpine sports, and fun sports is subject to the risks listed below, for which DIPS&DROPS Sports-Bike-Hotels cannot assume any responsibility, and the declarant waives any claims against DIPS&DROPS Sports-Bike-Hotels or third parties acting on its behalf.

This statement applies to both unpaid services provided by DIPS&DROPS Sports-Bike-Hotels or third parties acting on its behalf, as well as paid services.

The sports activities take place on public as well as private roads and public as well as private places. DIPS&DROPS Sports-Bike-Hotels acknowledges that any public law or private law usage restrictions imposed must be respected by participants. Each participant is liable for any violations of such restrictions. The fact that a tour is included in a tour description or a certain route is prescribed during a guided tour does not exempt individual users from complying with existing restrictions. Insofar as public roads or paths are used, the provisions of the road traffic regulations must be observed by each participant. The undersigned declares that he/she is aware that the practice of sports requires physical health and fitness. He/she acknowledges that it is not possible for DIPS&DROPS Sports-Bike-Hotels or the tour guide to check the physical health or physical fitness before starting the Tour. The participant declares to adjust his/her behavior to his/her physical fitness.

The participant further declares to be in the best health at the time of starting the tour or sports event and that he/she is not aware of any illnesses that would make the practice of a strenuous sport inadvisable.

He/she also declares to choose a speed appropriate to the terrain, especially when going downhill, as not only vehicle traffic on forest roads must be taken into account, but also possible impairments of roads and paths that may require an immediate and safe stop. The undersigned acknowledges that the practice of sports takes place in the great outdoors, sometimes in alpine terrain, and acknowledges the objective risks associated with this.

He declares to adapt his behavior to the respective external conditions. He acknowledges that, especially in alpine terrain, the condition of paths can change very quickly and declares to adjust his behavior accordingly.

He declares to bear the damages resulting from the non-use of protective equipment (helmet, gloves, protectors, etc.) himself and to waive the assertion of claims against DIPS&DROPS Sports-Bike-Hotels or third parties acting on its behalf in this regard.

He acknowledges that, especially in alpine terrain, weather conditions can undergo significant changes within a very short time, and he will adjust his equipment and timing accordingly. Insofar as guided tours are concerned, the signatory is subject to the instructions of the tour guide. In case of disregarding the instructions, the tour guide has the

right to exclude the non-compliant participant from further participation in the guided tour.

The undersigned declares that the consumption of alcohol or other substances that impair reaction time can significantly affect behavior and takes any resulting risks into their own responsibility.

The undersigned declares that in the case of renting equipment provided by DIPS&DROPS Sports-Bike-Hotels or a third-party rental company, they have checked the technical condition of the equipment and declare it to be free of defects and in technically perfect condition.

The undersigned declares to waive any claims against DIPS&DROPS Sports-Bike-Hotels or any third parties, including the rental company, in the event of any damage caused by a defect in the rental equipment. If the signatory participates with their own sports equipment, they declare that it is in a technically flawless condition and waive a technical inspection by the DIPS&DROPS Sports-Bike-Hotels.

The participant also declares that they have sufficient private liability insurance to ensure coverage for any damage to third parties. If the participant is damaged by third parties, the participant waives any claims for compensation against the DIPS&DROPS Sports-Bike-Hotels or third parties acting on its behalf.

## BIKE RENTAL

**By booking, a contract is established between you and Harml Touristik GmbH, Flachauerstr. 163, 5542 Flachau (hereinafter also referred to as "Lessor").**

In the following terms and conditions, the term "rental bikes/bicycles/bike/bikes" refers to all mountain bikes, trekking bikes, road bikes, e-bikes, e-mountain bikes, or other rental items provided by Harml Touristik GmbH, for rental.

Therefore, we ask you to read the following general terms and conditions of use carefully. These rules in Part 1 govern the business relationship between the lessor and the lessee with regard to the principles of renting bicycles and other rental items. Part 2, titled "General Terms and Conditions of Use," contains details of the rights and obligations regarding the use of the rental items.

## ***Part 1 - Business Relationship***

### **§1 Scope of the General Terms and Conditions**

1. Binding registration (rental agreement) is possible by CHECK IN directly at the sports camp. However, only persons who have reached the age of 18 at the time of registration can rent.
2. It is the decision of the lessor to whom they rent out the bicycles.
3. By registering (rental agreement), you acknowledge these general terms and conditions as part of the agreement between you and the lessor.
4. The notification of the acceptance of the application will be made during the CHECK IN process.

### **§2 Registration and confirmation**

1. Die verbindliche Anmeldung (Mietvertrag) ist per CHECK IN direkt vor Ort im Sportcamp möglich. Mieter kann jedoch nur sein, wer das 18. Lebensjahr zum Zeitpunkt der Anmeldung vollendet hat.
2. Dem Vermieter obliegt die Entscheidung an wenn er die Räder vermietet.
3. Sie erkennen durch Ihre Anmeldung (Mietvertrag) diese allgemeinen Geschäftsbedingungen als Bestandteil des Vertrages zwischen Ihnen und dem Vermieter an.
4. Die Mitteilung über die Annahme des Antrags wird beim CHECK IN erfolgen.

## §3 Prices

1. The services are billed at the prices valid at the beginning of the usage. The current price list for the rental can be obtained from the displayed price lists. Price changes are reserved.

## §4 Payment and Payment Default

1. The lessee can pay the invoice amount in cash or by debit or credit card on site at the lessor.
2. Payment is made before or during the CHECK IN process.
3. In the event of default by the lessee, the lessor is entitled to make all further claims against the lessee due and to suspend the contractual services until the lessee has fulfilled their due obligations.

## §5 Billing and Review

1. Objections to charges must be made in writing within one month after the direct debit payment has been processed. The tenant's claims for justified objections remain valid even after the deadline, provided that a data protection-compliant review is possible for the landlord. Refund claims by the tenant will be credited to their account and offset against the next due payment, unless the tenant provides other instructions.
2. The tenant can only offset the landlord's claims with uncontested or legally established claims.

## §6 Data Protection

1. The landlord is authorized to store the personal data of the tenant.
2. The landlord is authorized to disclose information about the tenant, especially the address, to investigative authorities in the necessary scope if the authority provides proof of initiating an administrative offense or criminal proceedings.

## §7 Cancellation of Reservations

Cancellation is free of charge up to 48 hours before the start of the contract. After that, a cancellation fee of 50% of the contract value will be charged. Cancellation must be made in writing or by email.

## §8 Other Provisions

Only Austrian law shall apply to the business relationship between the parties. The place of jurisdiction for all disputes arising from this contract is St. Johann/Pg.

## Part 2 - General Terms and Conditions

### §1 Use of Multiple Bicycles

Each tenant can rent multiple bicycles at the same time, provided that the landlord allows it.

### §2 Duration of Rental

1. Die verbindliche Anmeldung (Mietvertrag) ist per CHECK IN direkt vor Ort im Sportcamp möglich. Mieter kann jedoch nur sein, wer das 18. Lebensjahr zum Zeitpunkt der Anmeldung vollendet hat.
2. Dem Vermieter obliegt die Entscheidung an wenn er die Räder vermietet.
3. Sie erkennen durch Ihre Anmeldung (Mietvertrag) diese allgemeinen Geschäftsbedingungen als Bestandteil des Vertrages zwischen Ihnen und dem Vermieter an.
4. Die Mitteilung über die Annahme des Antrags wird beim CHECK IN erfolgen.

## **§3 Proper condition of the rental objects**

1. The landlord undertakes to hand over all rental objects in perfect condition.
2. The rental bicycles may not be used on public roads as they are not equipped according to road traffic regulations (StVO).
3. Before starting the ride, the renter performs a functional test and confirms the receipt of the rental object in technically perfect condition.
4. If there is an obvious technical defect that could impair safety at the beginning of the use or if it becomes apparent during use, the renter must immediately report this and stop using the rental bike immediately. Even minor defects (e.g. tire damage, rim damage, or gear shift defects) must be reported immediately.
5. The renter is responsible for repairs unless they are caused by material or quality defects.

## **§4 Use of the bicycles and renter's liability**

1. The use of the rental bikes is at the renter's own risk.
2. The subleasing of the rental bikes is not permitted.
3. If the renter uses the rental bike in road traffic, he or she does so at their own risk.
4. The renter is prohibited from making modifications and other interventions to the rental bike.
5. The renter is liable for all personal and property damages, including accident and liability damages, as well as for negligent, grossly negligent, and intentional actions. The renter acknowledges that the landlord is not liable for the aforementioned possible damages or unforeseeable events during the rental period.
6. The renter is fully liable for personal and property damages caused to themselves.
7. The bike may only be used by the assigned persons and not by third parties.
8. The customer is aware that all bikes do not comply with traffic regulations (StVO) due to the lack of lighting. The customer confirms that the use is at their own risk. Some rental bikes are not equipped with chain guards. In case of damage (e.g. to clothing), no liability is assumed.
9. For safety reasons, every customer is recommended to wear a helmet during the ride - it can save lives. A rental helmet is included with the bike.

## **§5 The rental bike must not be used**

1. for the transportation of heavy loads;
2. for trips outside of Austria unless the lessor has given written consent;
3. to transport passengers, particularly infants, except with TÜV-approved child seats or specially designed trailers. Only child seats and trailers provided by the lessor may be used for this purpose.
4. if the rider does not feel fit to drive;
5. if the rider is under the influence of alcohol or drugs.

## **§6 Accidents**

1. In case of accidents involving third-party property or other persons besides the user, the renter is obliged to immediately inform both the police and the lessor.
2. In case of non-compliance, the renter is liable for any damage incurred by the lessor as a result of the violation of this obligation.

## **§7 Parking, Storing and Locking of Bicycles**

1. The rental bike must always be locked and secured, even when parked or stored temporarily. Correctly locking the rental bike (through the frame and with a fixed, non-removable object to which the rental bike is parked) is required.
2. Examples of gross negligence that facilitate the theft of rental bikes include locking only the wheel, locking the wheel with the frame, locking two rental bikes only through the wheels, etc..

## **§8 Return Conditions**

The rental bike must be returned exclusively to the rental station at the Sportcamp Harml Touristik GmbH

## **§8 Liability of the Lessor, Lessee Liability and Insurance**

1. The lessor shall not be liable in case of unauthorized and/or illegal use of the rental object. In case of unauthorized use, the lessor shall not be liable for damages.
2. The lessee shall be liable for damages resulting from theft, damage, and loss of attachments, partial loss, or loss of the rental objects during the rental period (period between receipt and return) for the costs of repair, replacement by the lessor, as well as for the lost rental costs up to the respective current value. This also applies to rental time overruns for the remaining duration, as well as for necessary expenses for finding and securing the rental objects.
3. The lessee must immediately report the theft of a rental bike during the rental period to the lessor and a competent police station. Afterwards, the lessee must provide the police case number to the lessor.

**The signing of the “GENERAL TERMS AND CONDITIONS Bike & Sports Camp with Rental, Harml Touristik GmbH, Flachauerstr. 163, 5542 Flachau” is done during the CHECK IN process.**