General Terms and Conditions (GTC) for Tandem Paragliding Passenger Flights

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1. General Principles
FlyTicino organizes and arranges tandem paragliding passenger flights and is responsible for collecting the flight fee. The flights themselves are carried out by independent pilots. The actual transportation contract is concluded directly between the pilot and the passenger. These General Terms and Conditions (GTC) govern both the legal relationship between the passenger and FlyTicino and that between the passenger and the pilot. The GTC are made available to the passenger during the booking process, in particular at the time of the deposit payment, and can be consulted at any time on www.flyticino.ch. By confirming the booking, the passenger declares that he/she has read, understood, and accepted these GTC. If a booking is made not only for the passenger himself/herself but also on behalf of other participants, the person making the booking must inform all such participants of these GTC. On the day of the flight, a condensed version of these GTC may be presented to the passenger and/or any additional participants for signature prior to takeoff. Refusal to sign this abbreviated version at the launch site does not entitle the person who made the booking, nor any participant, to a refund of the deposit.

2. Conclusion of Contract and Severability Clause
The contract is deemed concluded once the passenger submits a binding booking and pays the deposit. If any provision of these GTC is found to be wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions.

3. Pilot and Equipment
The pilot holds the official authorization required to conduct tandem paragliding flights. He is solely responsible for flight operations, and the passenger undertakes to follow all instructions. The paraglider used is certified for passenger flights and is properly maintained. The pilot also carries a rescue system (emergency parachute).

4. Passenger Health
The passenger confirms that he/she does not suffer from any health condition (physical or psychological) that could compromise flight safety. In case of doubt, the passenger must inform FlyTicino or the pilot no later than during the pre-flight preparations. A joint assessment will follow; however, the final decision rests exclusively with the pilot.

5. Flight Execution and Cancellation by Organizer or Pilot
The pilot bears sole responsibility for the safe execution of the flight. Only the pilot decides whether the flight can proceed, be postponed, or be canceled — for instance, due to weather conditions, safety concerns, or other flight-relevant factors. FlyTicino or the pilot may also cancel a confirmed booking at any time before the flight if, in their opinion, the conditions for safe execution are not met (e.g. due to health concerns or adverse weather forecasts). In such cases, the deposit will be fully refunded. Any further claims, particularly for damages, are excluded.

6. Cancellation by the Passenger
The passenger may cancel the booking at any time without stating a reason. Cancellation must be communicated at least 15 days before the scheduled flight via WhatsApp (+41 79 796 76 18) or email (info@flyticino.ch). In this case, FlyTicino will fully refund the deposit.

7. Cancellation Fees for Late Notice
If cancellation occurs less than 15 days before the scheduled flight, the following cancellation fees apply to the deposit:

- 50% of the deposit if the cancellation is made between 14 and 7 days before the flight.
- 100% of the deposit if the cancellation is made less than 7 days before the flight, or in case of a no-show or a delay of more than 15 minutes at the meeting point.

These fees apply regardless of the reason for cancellation, including in cases of force majeure.

8. Disclaimer of Liability
The passenger acknowledges that tandem paragliding involves inherent risks. For example, hard landings or aborted takeoffs may result in injury. Sudden and unforeseeable gusts of wind may also pose hazards. Other unforeseen incidents cannot be ruled out. To the extent permitted by law, the pilot's liability for personal injury or property damage suffered by the passenger during the flight is excluded. Where such exclusion is not legally permissible, the pilot holds liability insurance coverage up to five million Swiss francs, and any liability is limited to this amount. FlyTicino acts solely as an intermediary and is not a party to the transportation contract. Its liability for personal injury or property damage is likewise excluded to the fullest extent permitted by law. This exclusion also applies to non-contractual claims.

9. Minors and Legally Incapacitated Persons
Minors or legally incapacitated persons require the consent of a parent or legal guardian. If such a person is not present at the time of the flight, a written declaration of consent must be submitted to the pilot in advance (e.g. via email or letter).

10. Passenger Insurance
The passenger confirms that he/she is personally insured against the consequences of accidents — including those that may occur during a paragliding flight. Neither the pilot nor FlyTicino provides any accident insurance coverage for the passenger.

11. Photos and Filming
The use of personal mobile phones or cameras with interchangeable lenses during the flight is not permitted unless explicitly authorized by the pilot. In such cases, the passenger is fully responsible for any damage or injury caused by such devices. Unless expressly stated otherwise, the passenger consents to FlyTicino using photos or video recordings taken during the flight for promotional purposes.

12. Data Protection
FlyTicino collects, processes, and stores passengers' personal data solely for the purpose of organizing and conducting the flight, as well as fulfilling legal data retention obligations. This includes the passenger's name, contact information, and relevant health data.
The data is used only internally and shared exclusively with parties directly involved in the flight (in particular, the assigned pilot). The passenger has the right to access, correct, or delete their data, subject to legal retention requirements. By completing the booking, the passenger consents to data processing in accordance with this policy. A full privacy policy is available at www.flyticino.ch.

13. Jurisdiction and Applicable Law
All disputes arising from or in connection with the flight contract shall be governed exclusively by

Swiss law. Jurisdiction lies with the ordinary courts of Lugano, Switzerland.
Passengers from the United States or Canada expressly waive any jurisdiction in the USA or Canada and acknowledge that neither FlyTicino nor the pilot will submit to legal proceedings in those countries. This also applies to any non-contractual claims.