

English Translation – General Terms and Conditions (Hi5 Boat Rental Austria)

Operator: Dipl.-Ing. H. Messner, Dornach 4, 9951 Ainet, Austria.

1. Registration: Reservations are made digitally via the website and become legally binding once confirmed in writing (including email, SMS, or telephone confirmation).
2. Payment: Online bookings require 100% advance payment.
3. Cancellation: 10% fee up to 20 days before; 30% from 19–10 days; 50% from 9–3 days; 80% within 72 hours; 100% for no-shows.
4. Requirements: Participants confirm they are physically and mentally fit and possess sufficient swimming skills in flowing water.
5. Scope of Services: The booked services are defined by the program sent with the booking confirmation.
6. Safety: Participants should follow all safety instructions and are responsible for maneuvering the boat safely. River travel is undertaken at the participant's own risk.
7. Risk Information and Liability: Participants must watch the instructional video and familiarize themselves with route and river conditions. The activity is an adventure sport with inherent risks. Equipment is checked, but participants must inspect it themselves. Liability is limited as described in the original terms.
8. Reporting Incidents: Injuries and property damage must be reported immediately.
9. Exclusion / Cancellation by Operator: Participants violating the terms may be excluded. The operator may cancel, restrict, modify, or terminate activities due to safety concerns such as high water levels, weather changes, or insufficient participant skills.
10. Duration: Boat rentals generally take place between 10:00 and 18:00. Travel to and from launch points is at participants' own risk and expense unless otherwise agreed.
11. Photos and Videos: Photos and videos taken by the operator may be used free of charge for advertising purposes.
12. Governing Law and Venue: Austrian law applies. The District Court of Lienz is the agreed court of first instance, subject to consumer protection rules.
- 13–19. Additional Duties and Legal Provisions: Life jackets must be worn. Participants are liable for intentional damage to equipment. Smoking is prohibited during activities. Special care is required when entering and leaving boats. Program and price changes may occur. Invalid clauses do not invalidate the entire contract. Claims must generally be asserted within one month, and limitation periods apply as specified.

Note: This is an English translation/summary prepared from the German AGB document and is not a certified legal translation.