



Brigitwalks, a small team, accompanied by local leaders and guides, opens the best sight on local living, nature and landscape, towns, villages, architecture and culture. More than what you can find on official maps or in booklets.

## General Conditions and Release of Liability

**Please: Read carefully.**

**This is a legally enforceable waiver of rights that is part of your booking.**

### General Information about Deposits and Payments

A completed reservation (booking) form accompanied by a deposit of 100 Euros per person is required to confirm your reservation.

The signed reservation form can be faxed or sent by letterpost to Brigitwalks - money transfers are accepted by international bank transfer and/or by credit cards (Visa / MasterCard).

Final payment must be made 70 days before the trip start date. If the balance is not paid when due, Brigitwalks reserves the right to regard the reservation as cancelled.

### Cancellations and Refunds

All tour cancellations must be in writing, and received within the times specified below. Because we are required to make financial commitments to hotels in advance, and because we incur costs, losses and damages depending on when reservations are cancelled, following charges per person, per tour, must be made for cancellations received by us during the following times:

- more than 91 days before tour start date -100 Euro p.person
- 61 to 90 days before tour start date -25% of the trip price
- 45 to 60 days before tour start date -50% of the trip price
- 31 to 44 days before tour start date -75% of the trip price
- 0 to 30 days before tour start date -100% of the trip price

In absolute rare event that Brigitwalks has to cancel a trip due to low enrollment you will receive a full refund. Brigitwalks reserve the right to cancel any tour due to acts of nature and/or any occurrence out of control. Brigitwalks is not responsible for any additional expenses that may be incurred by a guest in relation to a canceled tour. Brigitwalks is not responsible for any costs incurred due to travel delays, flight cancellations, or sickness. Brigitwalks is not responsible for penalties which may be incurred due to the purchase of non-refundable airline tickets.

### Insurance

We strongly recommend that you purchase trip cancellation insurance, as we are not able to vary from our stated refund policy, regardless of the situation. We also recommend that all clients carry medical and personal insurance to cover hospital and other medical expenses, as well as loss of baggage and personal belongings.

## **Physical Disabilities**

For those requiring special attention, your treatment or limitations must be disclosed to Brigitwalks at the time of reservation. The right is reserved to refuse any person whose condition may be a hazard to himself or others. The trip leader has the right to disqualify anyone at any time if he/she feels that person is a risk.

## **Trip Member Responsibility**

Trip members have the responsibility to choose a trip appropriate to their abilities, level of fitness and interests. In order to assist you with this decision, we have rated the difficulty of all trips. We are also happy to discuss any trip in detail, and provide you with references who will describe their experiences to you. Trip members are responsible for preparing for the trip by reading all of the pre-departure information sent to you, and for returning any information requested by Brigitwalks, at least 75 days prior to the departure date of your trip. Please ensure that you bring the appropriate footwear, clothing and equipment as advised therein. If you have special dietary needs, please inform us at least 75 days before your trip begins so that we may notify your hotels.

## **Prices**

The trip prices are based on two people sharing a double/twin bedded room. We have a limited number of single rooms available at a supplement. Prices include three or four course dinners with a glass of wine and a full choice of menu (at most hotels, at others the chef may prepare a special selection for you), and a breakfast each day, but not lunches, afternoon teas, etc. For lunch, we stop at a local pub or cafe, a friendly farmhouse, or arrange for a picnic. Only dinner is provided the first day and only breakfast on the last day.

Airfare is not included, nor is ground transportation to the starting city. Each starting city is reached with relative ease to bus, train or air from major airports, and we will send you detailed information regarding these arrangements.

Items of a purely personal nature, such as additional alcoholic beverages, phone calls, special services, etc. are not included. All admissions to scheduled sites are included in the trip price. However, if you would like to arrange additional or alternative visits, admission fees are a personal expense.

## **Extra Night Reservations**

The trips start and end as indicated on the individual trip pages. If you plan to arrive early in the starting city, we may be able to arrange a room for you at the starting hotel. Hotel space is limited, but Brigitwalks can request extra night reservations on your behalf at any time. Payment for extra nights will be made directly to the hotel by the client, as should any cancellations.

## **General Conditions and Release of Liability**

### **Health + Fitness**

I (the customer) am absolutely aware that I want to take part in this tour which is a walking trip. I represent and warrant that I have no knowledge of any physical, emotional or any other condition or disability which may create a hazard to myself or other tour participants. I represent and warrant that I have discussed this trip with my personal physician or comparable persons, who has assumed me that I am physically fit and able to undertake the trip.

### **Photography**

Hereby I (the customer) agree to permit brigitwalks, its agents, employees, contractors and other tour participants to take photographs and make film records of this trip, which may include pictures of me, without compensation or further recourse. I understand and agree that such photography may be used for commercial and /or promotional purposes.

### **Responsibility**

Brigitwalks and including, for the purpose of this paragraph, its employees, agents and contractors or any of them, hereby notifies you, as a tour participant, that all tickets or vouchers issued to you for transportation, conveyance or hotel accommodations are made for you on the express condition that brigitwalks shall not be liable or responsible for any injury, damage, liability, loss, accident, delay, expense or irregularity which results from any of the following: any defect in any vehicle or other mode of transportation, any act or omission of any person or entity engaged in conveying passengers or providing lodging, including the acts or omissions of any agent, employee or contractor of any such person or entity, any act or omission of any person or entity engaged in carrying out the arrangements of the tour. Brigitwalks shall not be liable or responsible for any injury, damage, liability, loss, accident, delay, expense or irregularity which results from delays or changes in schedule or itineraries, hotel over-booking, failures of others to perform obligations for the benefit of Brigitwalks or its tour participants, sickness or ill health, weather or action of the elements, strikes, civil disobedience, riot or war, quarantine, or other events or occurrences beyond the direct control of Brigitwalks. By confirming the reservation (booking) and participating in the tour, you assume any and all risk of any and all injury, damage, liability, loss, accident, delay, expense or irregularity which may result from any or all of the events or occurrences described in this paragraph. Brigitwalks reserves the right to omit or cancel any portion of any tour, and make a ratable refund accordingly. The prices that are told here (in the web-pages and in the brochures) are based on Euro currency. We retain the right to not accept or retain any individual tour participant whose actions, conduct or physical or mental condition is terminated, in Brigitwalks sole, absolute and unfettered discretion, to be detrimental or incompatible with the safety, interest, comfort, harmony or well-being of the tour group as a whole.

As a tour participant, you (the tour participant) are responsible for your own baggage and its contents, other items throughout the entire trip, and any loss or damage is at your own risk. Brigitwalks shall not be liable or responsible for any injury, damage, or loss of baggage or any contents; or for any injury, damage, liability or loss resulting from injury, damage, or loss of baggage or any contents. Your paying a deposit, or any partial or full payment of a reservation for a trip, shall constitute your accepting all of the terms and conditions set forth herein.

## **Release and Assumption of Risk**

In consideration for the right to participate in the trip and activities offered by Brigitwalks, including the food and service arranged for me (the customer, participant of the tour) by Brigitwalks (or its agents, employees or contractors) in connection with the trip, I hereby assume any and all risks associated with my participating in the trip offered by Brigitwalks, including, but not limited to, any and all risks of illness, injury and death. I agree that if I am injured, become ill or die while travelling to or from, while participating in or as a result of having participated in the trip (including any event or activity related to the trip) offered by Brigitwalks, I hereby release, waive any claim against, and will not sue Brigitwalks, or any employee, agent or contractor of Brigitwalks, or any other organizer or sponsor of the event or activity, even though my injury, damage or death may be caused by or result from negligence or carelessness on their part. I agree that the foregoing waiver and release binds me and my heirs, distributees, guardians, legal representatives, successors and assigns.

## **Disputes**

This agreement will be governed by and interpreted according to the laws of Austria. In the unlikely event that a dispute arises involving any subject matter whatsoever, I (the customer) agree that the dispute shall be resolved through binding arbitration in accordance with the then-current rules of the laws of Austria. I agree that any legal action shall exclusively be brought in the courts of Austria. If any portion of this agreement is determined by a court to be null and void, the remaining portions of this agreement shall nevertheless remain valid and binding on the parties.

# Impressum / Disclaimer

According to international, Austrian and German rights

## **Name, Adress:**

brigitwalks  
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## **Kind of Business:**

Planning and carrying out of private tours, trips and walks

## **Revenue office:**

Finanzamt Landeck.  
Sales increa ID No not given.

## **Responsible for the contents of these web pages:**

Brigitte Grüner, complete Adress above.

## **In case of law:**

Court of justice in Sils (Tirol), Austria

## **Disclaimer:**

Links (URLs) from our web pages in our website may lead to other websites which are totally independent from us. We are not responsible (in no way) for the contents that are shown on those websites (pages), nor for the pictures, sounds, words or what ever. The visitor is visiting these websites in his own responsibility.

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*January, 2005*