

Peak to Peak Paragliding LLC

Policies regarding warranties, refunds, deposits and payments ***(Please sign, date and send this document signed with any payment to Peak to Peak Paragliding)***

Warranty

Peak to Peak Paragliding LLC warranty against defects in construction of products it sells in cooperation with the manufacturers. Peak to Peak Paragliding LLC will always request to see the product (or have their wholesaler inspect the equipment) in question before making any statement whatsoever. Likewise, we reserve the right to send the product in question to the respective manufacturer before making any statement whatsoever. As a manufacturer's representative, Peak to Peak Paragliding LLC reserve the right to accept the manufacturer's determination about the product submitted for warranty evaluation. Peak to Peak Paragliding LLC reserves the right to charge the customer for the return shipping of the product when appropriate. We do not warranty against normal wear and tear, or damage as a result of misuse or excessive pressures on the equipment during use. Normal wear and tear includes zipper failure, line damage, line/riser elongation or shrink. Additional examples of misuse include line failure or sail tear as a result of aerobatics, snagging during launch or use, or inadvertent maneuvers.

Refunds

Monies paid to Peak to Peak Paragliding LLC for lessons, courses and guiding are not refundable. Still, credits for lessons expire one year from the date of purchase unless other arrangements are made in advance and in writing with Peak to Peak Paragliding. The lessons are transferable to a friend or family member within one year of purchase upon approval by Peak to Peak Paragliding LLC staff.

Equipment may be returned for exchange and for refund within one month of purchase if it is in brand new condition and with Peak to Peak Paragliding LLC approval. The customer will always be responsible for the cost of shipping the product. Peak to Peak Paragliding LLC reserve the right to charge a restocking fee for brand new equipment returned within thirty days from the original purchase. We do everything in our power to satisfy our customers, but we reserve the right to refuse to refund monies paid for equipment. For example: we would refuse to grant a refund or credit on a special order Boomerang III XS with custom colors.

Deposits

Deposits paid for equipment, lessons and/or for trips represent a commitment to purchase said product or service and to make subsequent/ final payments. In both cases (equipment/ trips/lessons) Peak to Peak Paragliding LLC makes financial commitments on behalf of the customer and foregoes other opportunities to satisfy the customer's needs. These monies are not refundable unless specifically stipulated in writing on a case by case basis. Naturally, we are in the business of satisfying and accommodating our customers and will offer any appropriate and available flexibility when possible.

Equipment Purchases for Novice (P2) Students

Any student accepted into the Novice (P2) program understands and agrees that they will need to purchase their own equipment through Peak to Peak Paragliding by tenth flight and well before completion of the Novice Rating. Peak to Peak Paragliding sells both new and used gear and can equip the student with a setup of gear (harness, glider and reserve) that is sized appropriately for their needs and skill level. We will make recommendations of appropriate glider manufacturers and models based on the skills of an individual student. A \$1500 surcharge for equipment rental will be charged to any

student who does not purchase equipment through Peak to Peak Paragliding LLC. We do not provide financing of equipment, but do accept major credit cards.

Trips

Most of our trip packages exclude airfare and food. Unless otherwise stated or noted, trip prices are based on double occupancy. If you do not travel with a friend or partner, you will either have to pay more for a private room or be assigned a roommate.

Courses

"Courses" is referring to events such as 2 to 3 day Over the Water events, Cross Country coaching, or a similar packaged event by Peak to Peak Paragliding, LLC. It is not referring to beginning lessons to learn to fly (P1/P2 classes).

In the event of extreme bad weather that affects 50 to 75 percent of a course, Peak to Peak Paragliding, LLC may choose to credit the customer half of the cost toward another course or trip. In the event that a customer gets ill and cannot attend a course that has been fully paid in advance, that customer may find a qualified pilot (based on the course requirements) to replace them in the course. In this event, the replacement must pay Peak to Peak, LLC the course cost in full. Then the ill customer will be credited 80 percent of the course cost toward a future Peak to Peak Paragliding, LLC course, trip or event.

Full payments for courses are due one month in advance of the course.

Payments

By accepting receipt of products or services from Peak to Peak Paragliding LLC, customers engage in an agreement, contract and guarantee that they will satisfy their financial obligation to Peak to Peak Paragliding LLC to make final and complete payment. Peak to Peak Paragliding LLC demands payment on or prior to receipt unless otherwise specifically stated in writing. When the customer doesn't satisfy their contractual agreement, then Peak to Peak Paragliding LLC utilize any and all available resources in order to collect on the debt including repossession of equipment and the use of collection agencies.

Repair

Peak to Peak Paragliding LLC always recommends that any product in need of repair be retired/ deemed un-airworthy and discarded. In extreme cases, Peak to Peak Paragliding LLC will repair damaged equipment for the purpose of returning equipment to a condition which may be suitable for the purpose of "kiting" in a non-flying environment. Peak to Peak Paragliding LLC doesn't make any guarantees as the quality, workmanship or airworthiness of equipment that has been damaged and/ or subsequently repaired at our facility or anywhere else.

By signing this document you agree with all of the policies set forth and engage in a contract not to sue Peak to Peak Paragliding LLC Inc. or it's employees, Kay Tauscher, Gin Gliders, Ozone, Skyline GMBH, Metamorfosi, Lazer or any other associated parties. You understand that this contract is in effect now and will remain in effect throughout our professional relationship.

Signed:

Date:

Location:

Witness:

Return an original copy of this document to signify your agreement and understanding.