

A larger version of the MiGFLUG logo, with the jet fighter silhouette more prominent above the "G".

## TERMS AND CONDITIONS EXCLUSION OF LIABILITY MEDICAL CHECK

Many thanks for your interest in a jet fighter flight arrangement. To ensure a flawless flight procedure, it is needed to comply with all formalities early enough and completely. The person flying in the jet is required to read and sign the following forms to complete the flight booking order. As soon as the documents have been approved, you will receive all information necessary for the flight such as your local contact, how to get to the airfield and how to prepare for the flight. If you have any questions, you can contact us any time by sending us an E-mail to [info@migflug.com](mailto:info@migflug.com).

### REQUIRED DOCUMENTS

In order to guarantee a flawless flight planning procedure, we kindly ask you to send us the following documents punctually and completely:

1. Signed Exclusion of Liability (below)
2. Signed Terms and Conditions (below)
3. Medical Check incl. Stress ECG (if needed). *If you are in good health, you don't need to see a doctor and you can sign the medical form on your own risk. In case of doubt, please check with your doctor.*

### THANK YOU

We appreciate your contribution to the flight organization. Your pilot is looking forward to welcoming you to your flight.

## General Terms and Conditions for Procuring Flights and other Travel Services

Last update: 21 May 2024

### 1 – General information

<sup>1</sup> MiGFlug GmbH (hereinafter «**MiGFlug**») acts as an agent of individual Travel Services, in particular flights (hereinafter «**Travel Services**»). Its activities are based on these General Terms and Conditions. MiGFlug acts as an agent for its Customers on the basis of Agent's Agreements against payment (hereinafter «**Agent's Agreements**») for individual Travel Services from individual Service Providers such as providers or operators of flights as well as other travel providers and operators (hereinafter «**Service Providers**»).

<sup>2</sup> The Service Providers supply the Travel Services procured by MiGFlug in their own responsibility and on the basis of their own terms and conditions. The responsibilities of MiGFlug are limited to the Agent's Agreements, the support of Customers and Service Providers during the execution of the procured Travel Services and to advising and informing Customers in relation to the Agent's Agreements.

### 2 – Agent's Agreement

<sup>1</sup> With a request through the websites or other available means of communication of MiGFlug an individual Customer (hereinafter «**Customer**») engages MiGFlug for procuring the requested Travel Services. Such requests represent a binding proposal for awarding an Agent's Agreement, on the basis of which MiGFlug shall procure the requested Travel Services between the Customer and the respective Service Providers (hereinafter «**Booking**»). Such requests are at the same time binding offers for contracts with the respective Service Providers (hereinafter «**Travel Service Contract**»).

<sup>2</sup> If the Travel Services requested by the Customers in accordance with their bookings are available and if the respective Service Providers accept the corresponding Customer proposal, a Travel Service Contract between the Customer and the respective Service Provider shall enter into effect. The Customer receives a corresponding confirmation, with the procurement by MiGFlug being subject to the prior receipt of all required information. The prices of the Travel Services by the Service Providers include all agency costs of MiGFlug.

<sup>3</sup> The mutual rights and duties of Customers and MiGFlug are set out in these General Terms and Conditions and additional arrangements made, if any. For the rights and duties of Customers and individual Service Providers solely the respective Travel Service Contracts and additional arrangements made, if any, shall be valid between the Customers and individual Service Providers. The Agent's Agreement with MiGFlug is valid only subject to the Customers providing a written notice of disclaimer, if required, and signing these General Terms and Conditions.

<sup>4</sup> A passenger insurance on aircraft level is included for all flights offered by MiGFlug. On top of that there is a 3<sup>rd</sup> party liability insurance on company-level. Additional insurance coverage can be arranged by the Customer.

### **3 – Advice and information**

<sup>1</sup> MiGFlug advises Customers in connection with the Agent's Agreements and the procured Travel Service Contracts. It shall forward travel documents and other information received from the Service Providers to the Customer. MiGFlug does not accept any liability for forwarding such information; in particular not for information about travel requirements such as the issuing of visas, however, it uses its best endeavours to advise the Customers accordingly.

<sup>2</sup> For procuring certain Travel Services, a certificate of medical fitness is required in advance. It is the responsibility of the Customers to obtain such a certificate from an appropriate third party on their own and at their own expense.

<sup>3</sup> For procuring certain Travel Services further information, certificates, confirmations and declarations may be necessary in advance. MiGFlug shall inform and advise the Customers in this connection.

### **4 – Cancellation**

<sup>1</sup> Should because of force majeure (Earthquake, weather...), technical problems or other reasons beyond the control of MiGFlug GmbH the desired flight become unavailable, the customer would have to accept changes of the trip date or the change of the aerodrome / air base. This however requires a proper explanatory statement by MiGFlug GmbHs.

<sup>2</sup> If the customer is unable participate in the flight for other reasons of any kind, it is important to inform MiGFlug and the pilot immediately. Until 5 days prior to the flight, rescheduling a flight and any changes (like flight location) are free of charge.

<sup>3</sup> Cancellation insurance/Refundable Booking is offered in MiGFlug's booking/checkout process.

<sup>4</sup> MiGFlug does not offer any refunds for cancellations by the customer. This means not doing the flight altogether. Rescheduling is free of charge with MiGFlug. If you are not sure that you will do the flight, we strongly suggest to book the flight as a refundable booking (see 4.3). Generally it makes sense to book all other necessary travel arrangements such as hotel and airline flights in a flexible or refundable way. Rescheduling also by MiGFlug is always possible, for example in the case of bad weather, crew not being able to do the flight, or because the aircraft is not ready. Flights only take place when everything is ready and everyone is feeling well.

### **5 – Photo, video and audio recordings**

By default, customers give permission to MiGFlug to use photos, videos and audio recordings taken in connection with the Travel Services procured for the Customers. We generally ask permission before. If you don't want any photo or video from you used, please notify us quickly by email.

### **6 – Complaints and claims**

<sup>1</sup> Complaints and other claims resulting from Agent's Agreements shall be communicated to MiGFlug in writing within a forfeiture period of seven days from using the corresponding procured Travel Services.

<sup>2</sup> In the event of complaints and other claims in relation to the Service Providers the responsibilities of MiGFlug are limited to giving all required information, which – if available to MiGFlug – are absolutely necessary for the Customers to assert their claims.



## 7 – Liability

<sup>1</sup> MiGFlug shall be liable to the Customer in connection with Agent's Agreements exclusively for the execution in full agreement with the terms. Any liability – in particular for slight negligence, damage by third-party fault and own fault of the Customer or force majeure – as well as any liability for Travel Services including gross negligence shall be excluded as far as permitted by law.

<sup>2</sup> Solely the respective Service Providers shall be liable for the execution of the procured Travel Services including defects, if any. In particular, MiGFlug does not accept liability for changes of the Travel Services occurring after the awarding of the Agent's Agreement between the Customer and the Service Providers.

## 8 – Miscellaneous

The Customers permit MiGFlug to transmit their personal data to the respective Service Providers for the purpose of procuring the booked Travel Services. They are aware that such personal data might be transmitted to other countries and from there to countries whose data protection standards do not match those of Switzerland.

The entire legal relationship between MiGFlug and the Customers shall be governed by and construed in accordance with Swiss substantive law exclusively, in particular by Article 394 et seq. of the Swiss Code of Obligations [*Schweizerisches Obligationenrecht - OR*] concerning the rules of mandate. The exclusive place of jurisdiction shall be Zurich, Switzerland.

Should a provision of these General Terms and Conditions be invalid or void, the validity of the other provisions shall remain unaffected thereby. In place of the invalid or void provision a legally permissible provision shall be deemed to have been agreed which most closely represents the contractual purposes.

## Consent

With my signature below I confirm that I have read and understood the above General Terms and Conditions, and I consent to the above General Terms and Conditions.

Date: \_\_\_\_\_

First name/last name \_\_\_\_\_

Signature \_\_\_\_\_

## Disclaimer

The undersigned is a Customer (hereinafter «**Customer**») of MiGFlug GmbH (hereinafter «**MiGFlug**»). The Customer hereby declares voluntarily that he/she renounces any claims in relation to MiGFlug, its representatives, employees and aides, in particular any claims of damages and amends in connection with the flight as shown below procured by MiGFlug with the service provider as stated below as far as permitted by law.

### Customer:

First name/last name \_\_\_\_\_

Address \_\_\_\_\_

ZIP/City \_\_\_\_\_

Country \_\_\_\_\_

### Procured flight:

Flight Date \_\_\_\_\_

Jet Type \_\_\_\_\_

Flight Length \_\_\_\_\_

Flight Location \_\_\_\_\_

The Customer assures that he/she is both physically and mentally fit to cope with the physical strain and stress situation resulting from the procured flight. The Customer confirms that he/she is aware that the procured flight holds dangers and that the risk of serious bodily injuries and even fatal accidents cannot be excluded.

The Customer confirms that he/she is aware that MiGFlug merely acts as an agent for the booked flight. In particular, MiGFlug does not own, possess or operate the used aircraft and the involved pilots and other persons involved in the flight, such as airport staff or aircraft technicians, are neither employees nor appointees of MiGFlug.

The Customer confirms that he/she informed himself/herself of the risks of the procured flight to the best of his/her knowledge and belief.

The Customer is aware of the scope and consequences of this disclaimer and confirms in conclusion that he/she read this disclaimer carefully and in detail and that he/she expressly acknowledges the content of this disclaimer.

Date \_\_\_\_\_

First name/last name \_\_\_\_\_

Signature \_\_\_\_\_

## Medical Check for a Jet Fighter or Zero-Gravity Flight

*Please note: If the customer is in good health – especially in reference to the below mentioned areas – the customer can sign the medical form instead of a doctor. However - In case of doubt, we recommend to see a doctor.*

I, Dr. \_\_\_\_\_

am a physician licensed to practice medicine in the

Country / State / Region of \_\_\_\_\_.

On \_\_\_\_\_.\_\_\_\_ 20\_\_\_\_\_ I examined

(Name of Patient) \_\_\_\_\_

and deem said patient physically fit to experience flight in a military jet aircraft, where he/she may encounter significant G-forces. I observed no abnormalities that would preclude this patient from such an experience, including, but not limited to following areas:

- Heart
- Neck
- Back
- Blood pressure
- Sinus
- Anxiety
- Pregnancy (excluded from a flight)

List of Medications:

*In case of doubt, please include a stress ECG record.*

Date \_\_\_\_\_

First name/last name \_\_\_\_\_

Signature \_\_\_\_\_