

General conditions for flights with passengers in historical jet

1. The pilots of the Espace Passion Historical Jet Operations Group (hereinafter referred to as "**OG**") only fly with members of the "Espace Passion" association (hereinafter referred to as "**EP**"), who must also be members of the "Jet Club", a support group for Mirage III historical jet flights. Details of the conditions and membership of EP and the Jet Club can be found in the current statutes of EP and the Jet Club, which the undersigned declares to have received and to be familiar with. Exceptions may be made in special cases, for which reasons must be given.
2. The OG pilots will endeavour to carry out the flights with passengers on the agreed date and time. However, this cannot be guaranteed due to current weather conditions and/or technical contingencies. In case of postponement of a flight, no refund is due by EP, respectively by the OG, for payments already made. The flight will be rescheduled and carried out at the next possible opportunity, by mutual agreement between the pilot and the passenger.
3. The passenger hereby undertakes to inform the pilot and/or the OG of a possible impediment to the planned flight, at least 24 hours before the flight. If the passenger fails to do so, he/she expressly agrees to waive his/her right to the planned flight without recourse.
4. 4. The right to a scheduled flight will in any case lapse if the passenger does not contact the OG pilot to arrange a new date for a rescheduled flight within one year after the date of the rescheduled flight.
5. The passenger confirms that he/she is at least 18 years of age and that he/she is currently in perfect health and therefore fit to make the historical jet flight as planned. He/she has filled in the medical questionnaire provided for this purpose, and certifies that he/she has filled in all the sections carefully, truthfully and accurately. In the event that the passenger's state of health deteriorates between the date of completion of the questionnaire and the date of the planned flight, the passenger undertakes to inform the OG or the OG's pilot immediately, in writing and no later than 24 hours before the flight.
6. The passenger confirms that he/she is flying this historical jet flight at his/her own risk and peril. He/she is aware that any flight involves risks and he/she assumes them without reservation. He/she agrees to scrupulously and fully comply with the indications and instructions of the pilot of the OG with which he/she will make the planned flight.
7. The OG will endeavor to take photos and/or film(s) in connection with each jet flight, but cannot guarantee this or its quality. EP will keep the original materials and remains the sole owner of all rights to these photos and films. A copy of these photos and/or films is nevertheless intended for the passenger. The passenger therefore undertakes (i) to make strictly personal use of the photos and/or films given to him/her by EP and (ii) not to copy, transmit or publish any photo or film given to him/her by EP, in any form whatsoever (Internet / email and/or any other media whatsoever).

8. Except by special agreement with the pilot (only for Hunter flights), the passenger agrees not to take any camera on board, for safety reasons.
9. Unless otherwise agreed by crossing out this article, the passenger agrees to be listed in the OGlden Book of Mirage III Flights, which can be viewed on the Clin d'Ailes Museum website.
10. **The passenger's attention is expressly drawn to the fact that the flight performed is a private flight against payment. In the event of damage, bodily injury or death, the passenger acknowledges that any claims arising therefrom are limited in accordance with the terms of the ticket to be issued.** The passenger acknowledges that the insurance coverage for jet flights has been taken out with AXA XL within the following limits:
 - Liability insurance for bodily injury and property damage of third parties outside the aircraft as well as for bodily injury and property damage of third parties and passengers (combined single limit): CHF: 37'000'000.-;
 - Insurance against accidents of the occupants:
 - in case of death: CHF: 400'000;
 - in case of disability: CHF: 400'000.-;
 - Treatment costs max. 1 Mio. for 5 years;

The coverage for transfer flights is given as provided for in the respective insurance contracts covering the aircraft used for transfer flights.

By signing this document, the passenger declares that he/she accepts these conditions and is satisfied with them. He/she releases the pilot, Espace Passion, its Operations Group, the Jet Club, the owner of the aircraft (Mirage III and/or transfer aircraft), as well as the bodies, employees and auxiliaries of the latter from any liability whatsoever, and more particularly for any claim exceeding the insurance coverage granted. Similarly, the employer of a pilot cannot be held responsible or sued in the event of a dispute or accident.

11. These general conditions also apply to transfer flights in connection with a Mirage III flight.
12. Swiss law is exclusively applicable.

In the event of a dispute arising from a flight subject to these general conditions, the parties agree that the exclusive place of jurisdiction (ordinary courts, excluding arbitration) shall be Lausanne.

The undersigned passenger hereby declares that he/she has fully read and understood these general terms and conditions and is in full agreement with their content.

Name, first name, date of birth:

Place, date and signature: