

**DECLARATION OF PARTICIPANT OF EVENT
AND INFORMATION ON THE PROCESSING OF PERSONAL DATA**

Name: _____ Surname: _____

Date of Birth: _____ Address: _____

Identity card number: _____ Tel. number: _____

Email: _____

(hereinafter referred to as "**Participant**" or "**participant**") hereby declares the following facts and undertakes to fulfil the undermentioned duties of Participant:

1. Participant takes part in driving on the karting track at his/her own risk. Participant acknowledges that SLOVAKIA RING AGENCY, s.r.o., with registered seat at 800 Orechová Potôň 800, 930 02 Orechová Potôň, Identification No. of Organisation: 44 407 793 (hereinafter referred to as the "**AGENCY**") bears no liability for damage to body and/or property incurred by Participant or by a third person in connection with Participant's driving. Participant declares that he/she shall be fully liable for any damage and/or injuries caused by him/her. Participant undertakes to act in such a way that his/her driving does not cause damage to his/her health and/or property, nature or the environment and to show consideration towards other drivers moving on the karting track and on other premises of the Slovak Karting Centre Slovakia Ring - Orechová Potôň (hereinafter referred to as "**Slovak Karting Centre**"). Participant confirms that he/she assumes full liability for any damage and injuries caused by him/her while driving or using a vehicle on the karting track and on other premises of Slovak Karting Centre. Participant declares that he/she shall take all necessary precautions to minimize the risk of injury to his/her own person and persons in his/her vicinity and will abide to the instructions given to him/her by persons representing the AGENCY. Participant confirms that he/she has been informed by the person authorized by the AGENCY about the characteristics of the track on which driving takes place, including safety, health and any other risks and hazards related to its use.
2. Participant acknowledges that the karting track is not a public road and driving on the karting track of Slovak Karting Centre Slovakia Ring may not be covered by statutory or contractual liability insurance/ collision insurance.
3. Participant declares that he/she is not and will not be under the influence of alcohol or other narcotic substances, nor in a state of reduced attention and concentration while driving. Participant acknowledges that the AGENCY is entitled to perform a breathalyser test at any time during Participant's presence on the premises of the Slovak Karting Centre, and Participant undertakes to submit to such test upon request. Participant undertakes to ensure that each vehicle, which he/she plans to drive on the karting track of the Slovak Karting Centre, except for the vehicles provided to the Participant by the AGENCY, is in good technical condition, does not leak and will not leak any fluids. Participant acknowledges that the AGENCY has the exclusive right to prohibit the vehicle or the Participant from driving on the karting track or to exclude Participant from driving without compensation.
4. Participant declares that he/she is aware of the existence of real danger, health hazards and other risks and hazards, unforeseeable circumstances and of the general risk associated with motorcycling sport, that he/she has a vehicle and clothing at his/her disposal that meets all the safety requirements established by generally binding regulations and by the AGENCY document "Operating Instructions for the Area of the Slovak Karting Centre" (hereinafter referred to as the "**Operating Instructions**"), with which he/she has properly acquainted himself/herself, fully agrees with them and undertakes to adhere to them.
5. Participant further declares that he/she is medically fit to participate in driving, that he/she has acquainted himself/herself with the technical parameters of the karting track and undertakes to complete the first lap of the ride in observance of unfamiliarity of the track (the so-called test drive) in order to familiarize himself/herself with parameters of the karting track and properties of its surface.
6. Participant confirms and agrees that the AGENCY or a representative authorized by the AGENCY is entitled to expel Participant from the premises of the Slovak Karting Centre area at any time if Participant has not fulfilled any of the requirements or duties stated in this Declaration or has violated the provisions of the Operating Instructions. In such a case, Participant shall not be entitled to a refund of any payment made to the AGENCY.
7. Participant is obliged to use a protective helmet and safe closed shoes. Participant driving a motorcycle is required to wear suit with protectors, driving shoes, gloves and a helmet; the equipment must be specially designated for riding a motorcycle.
8. Participant may enter or exit the karting track of the Slovak Karting Centre only in the places specifically designated for that purpose. He/she shall be obliged to pay attention to the instructions of the AGENCY personnel ensuring operation of the karting track and shall drive on the track only in the designated direction. Turning and reversing are prohibited on the karting track. In the event of a malfunction or an accident, Participant must park the vehicle safely on the roadside and wait for the tow truck to arrive. Stopping or staying on the karting track is prohibited, as is the towing of vehicles. Participant must not create an obstacle to driving on the karting track.
9. Participant is obliged to drive on the karting track taking into account his/her abilities, condition of the karting track and the current climatic conditions and also to adapt his/her speed accordingly.
10. Participant must not suddenly and without reason decelerate while driving on the karting track. If necessary, he/she must safely leave the karting track.
11. In the event of an accident, Participant is obliged to ensure that the kart/motorcycle/vehicle undergoes a technical inspection, otherwise Participant shall not be readmitted to the karting track.
12. Participant undertakes to commence and terminate the ride in accordance with the instructions of the AGENCY personnel and in accordance with the signalization. After finishing the ride, Participant is obliged to leave the karting track immediately.
13. Participant undertakes to drive in such a way as not to endanger or restrict other drivers using the karting track.
14. Participant is obliged to follow the instructions of the AGENCY personnel and the Operating Instructions during the whole duration of his/her stay on the Slovak Karting Centre premises. Participant shall be liable for his/her accompanying persons and their conduct and for any damages and/or injuries caused by or attributable to them.
15. Participant acknowledges that he/she is entitled to enter only those parts of the Slovak Karting Centre area which have been expressly made available to Participant by the AGENCY (or an authorized representative of the AGENCY), i.e. after he/she has obtained an express consent to enter these parts.
16. Participant is not entitled during his/her movement (presence) on the premises of the Slovak Karting Centre, to make visual (photographic), audio or audio-visual recordings, without obtaining a permission from the AGENCY. During movement (presence) on the premises of the Slovak Karting Centre, it is forbidden to handle open fire, carry and/or hold weapon(s) (including firearms and stabbing weapons) and/or explosive substances or materials and to bring in and use alcoholic beverages, narcotic or psychotropic substances.
17. It is forbidden to smoke, drink, eat, bring external objects and animals into the pit lane. Maximum speed limit in the pit lane is 30 km/h.
18. Participant has the right to file a protest against another Participant in case of suspicion of an unsportsmanlike behaviour with the AGENCY. Participant agrees that the AGENCY shall have the exclusive right to resolve these protests, and Participant undertakes to unconditionally respect the AGENCY's decision, including any imposed sanctions.
19. Participant is obliged to participate in the briefing (instructions meeting) before the commencement of the ride.
20. Participant confirms that before commencement of the ride, he/she has participated in the briefing concerning the safety of driving on the karting track, organization of driving on the karting track and has familiarized himself/herself with the technical parameters of the karting track.
21. Participant undertakes to respect all instructions and orders of the AGENCY and persons authorized by the AGENCY to operate the Slovak Karting Centre. In particular Participant undertakes to observe the prohibition of reckless driving, safety regulations, flag and light signalization. Participant further undertakes to drive in the parking space of racing machines, which is part of the Slovak Karting Centre (hereinafter referred to as the "**Parking Space**"), at a maximum speed of 30 km/h and simultaneously undertakes to refrain from sudden braking in the Parking Space (with the exception of the need to apply sudden brakes due to the occurrence of an unexpected obstacle in the driving trajectory of the vehicle), sudden acceleration, intentional skidding and drifting.

22. Participant undertakes to pay a fine of up to EUR 500 (in words: five hundred euros) for each violation separately to the AGENCY in the event of a breach of any of Participant's obligations stated in this Declaration or in the Operating Instructions. Participant shall pay this fine to the AGENCY without delay (before leaving the Slovak Karting Centre premises) upon request (also oral) by the AGENCY or a person authorized by the AGENCY to collect the contractual fine. In the event of occurrence of damage, AGENCY shall also be entitled regardless of the aforementioned to compensation of such damage in full.
23. Participant undertakes to respect all instructions and orders given by the AGENCY and/or the RTA (rapid technical assistance) personnel when removing stationary karts/ motorcycles/vehicles. AGENCY when removing stationary karts/ motorcycles/vehicles assumes no liability for any damage which might arise in connection with this activity.
24. Participant confirms that he/she has familiarized himself/herself with the flag and light signalization, with the General Terms and Conditions issued by the AGENCY and with the Operating Instructions, understands them, agrees with them and undertakes to perform the obligations of Participant/driver stated therein.
25. This Declaration of Participant of event shall be valid for every visit of the Slovak Karting Centre and it shall not be necessary to sign it again before the commencement of each individual ride.
26. Disputes or disagreements regarding the interpretation or fulfilment of the provisions of this Declaration, as well as all disputes arising from or related to the provision of services to Participant and/or Participant's driving on the karting track and/or any claims of Participant or of the AGENCY regarding the ride/driving and/or validity of this Declaration and/or relations established by this Declaration, shall be exclusively subject to the jurisdiction of Slovak courts. Relations established/arising/related to Participant's ride/driving on the karting track, as well as relations established by this Declaration and/or by acceptance of services provided by the AGENCY, shall be governed by Slovak law.
27. Participant acknowledges that on the basis of legitimate interests, AGENCY shall process the personal data of Participant as follows:
 - i. Premises of the Slovak Karting Centre are monitored by a camera system. More detailed information on the processing of personal data in the course of operation of the camera system is provided in the General Terms and Conditions of the AGENCY (in the section "PROCESSING OF PERSONAL DATA").
 - ii. Personal data provided by Participant shall be processed by the AGENCY for the purposes of contacting and providing targeted information, warnings and/or announcements about events, courses, workshops and/or related services provided by the AGENCY, in the form of electronic communication (by telephone, SMS/MMS/e-mail, etc.). AGENCY can also contact Participant for the purposes specified in this subsection by sending written documents to the above-mentioned addresses. Targeting of business-marketing communication is conducted to a minimum extent, usually on the basis of initial information that Participant has expressed interest.
 - iii. AGENCY may, at its own discretion, create, exhibit, distribute, make available (including via the Internet), publish, edit and/or otherwise use visual (photographic), audio or audio-visual recordings of Participant's ride containing (i) course of the ride, (ii) business name, brand, trademark and/or logo of Participant (iii) depictions (images) of Participant and (iv) of Participant's vehicle; this is granted for unlimited time, territory and purpose. Participant declares that he/she is authorized to grant the AGENCY the rights under this paragraph. AGENCY may also use the recordings in question in its own promotional materials (means of communication), which may include information pertaining to ride and person(s) performing the ride, and publish recordings (or parts thereof) from the rides in question on the AGENCY website without any temporal or territorial limits.
28. By signing this Declaration, until revocation, **Participant grants the AGENCY temporarily and territorially unlimited permission pursuant to §12 of Act no. 40/1964 Coll. Civil Code, as amended**, to create, exhibit, distribute, make available, publish, edit and/or otherwise use visual (photographic), audio or audio-visual recordings of Participant's ride, pertaining to Participant, containing Participant's image(s) and/or expression(s) of his/her person to the extent stipulated by Section 27 (iii) of this Declaration.
29. **Participant is entitled to object at any time for reasons related to a specific situation to the processing of his/her personal data concerning him/her, which is being carried out on the basis of legitimate interests of the AGENCY** enumerated in Section 27 of this Declaration and in General Terms and Conditions of the AGENCY (in the section "PROCESSING OF PERSONAL DATA"). AGENCY shall not further process the personal data, unless it proves necessary legitimate reasons for their processing, which prevail over the interests, rights and freedoms of Participant; or unless it is for the purposes of proving, exercising or defending legal claims
30. AGENCY publishes information on the processing of personal data within the scope of the General Regulation on Data Protection No. 2016/679 (GDPR) in the General Terms and Conditions; AGENCY publishes updated and more detailed information on the processing of personal data on the website: www.slovakiaring.sk and in selected publicly accessible areas (including areas where the AGENCY obtains personal data). **By providing his/her personal data and signing this Declaration, Participant declares that he/she has familiarized himself/herself with this information on the processing of personal data, understands it and is aware of his/her rights as a data subject whose personal data is processed.**

In Orechová Potôň, on _____

Signature of Participant: _____