



## Attachment No. 1

To the General Commercial Terms and Conditions, part 3 Of the company SLOVAKIA RING AGENCY, s.r.o. Residing at Vajnorská 8/A 831 04 Bratislava, company registration number: 44 407 793 (hereafter referred to as "GCTC")

## **EVENT PARTICIPANT'S DECLARATION**

Name:	Surname:
Date of birth:	Address:
ID card number:	Tel. number:
Email:	(hereinafter referred to as " <b>Participant</b> ")

1. The Participant takes part in rides on the karting track at his/her own risk. The Participant takes due note of and confirms that SLOVAKIA RING AGENCY, s.r.o. having its registered office at Vajnorská 8/A 831 04 Bratislava, Company Registration Number: 44 407 793 (hereinafter referred to only as "AGENCY") does not bear any liability for damages caused to the Participant's or any third person's health and property caused by the Participant's ride. The Participant declares to be fully liable for any damages and losses that he/she caused. The Participant is obliged to act so that no damage to health, property, countryside or environment shall be caused by his/her ride and to act being considerate of other drivers driving and present on the karting track and in other areas of the premises of SLOVAK KARTING CENTER Slovakia Ring - Orechová Potôň (hereinafter referred to as "SLOVAK KARTING CENTER"). The Participant declares that he/she fully accepts liability for any damages and losses caused by him/her when driving or using the vehicle on the karting track and in the other SLOVAK KARTING CENTER Premises. The Participant declares to take all necessary precautions in order to minimize a risk of injuries of him/her as well as other persons in his/her proximity and to follow all instructions he/she has been given by the AGENCY representatives. The Participant confirms that he/she has been informed about the characteristics of the karting track where the rides take place including safety, health and any other risks and dangers connected with the use of the track.

- 2. The Participant takes due note of the fact that the karting track is not a public road communication and that the legal or indemnity insurance / accident insurance does not apply for the rides on the race track of SLOVAK KARTING CENTER Slovakia Ring.
- 3. The Participant declares that he/she is not and shall not be under the influence of alcohol or any other psychotropic substance nor be in the state of attention impairment or the lack of concentration. The Participant agrees that AGENCY is entitled to carry out a breath alcohol test at any time of his/her presence in the SLOVAK KARTING CENTER premises. The Participant obliges himself/herself not to reject taking this test. The Participant guarantees that the vehicle he/she will drive on the karting track of the SLOVAK KARTING CENTER is in the good technical state, that no liquids leak out or will not leak out of the vehicle and that the tyres are properly inflated. The Participant takes notice and agrees that AGENCY has the exclusive right to deny the vehicle or the Participant access to the Race on the karting track or to rule the Participant off the Race without compensation.
- 4. The Participant declares to be aware of the existence of objective danger, unpredictable circumstances and general danger of the motor racing sport, that he/she is able to take part in the ride/drive with good health condition and with knowledge of all technical parameters of the race track. The Participant shall make a first round (so called test ride) to get to know the parameters of the race track and its surface characteristic.
- 5. The Participant confirms that AGENCY (or their authorised representative) is entitled to banish the Participant from the SLOVAK KARTING CENTER premises at all times in case of doubt whether the Participant has met all the terms and conditions hereof.
- 6. The Participant takes notice that the Automotodrome area may be monitored by a camera system (i.e. video or audio recordings may be made). The Participant agrees that video recordings or audio recordings made in accordance with the previous sentence may be used (also if it contains a record of the Participant) for the purposes of any court, criminal, administrative or other proceedings (also as a means of evidence) as well as other proceedings conducted by public bodies, a state administration body or a public authority in line with legislation in force.
- 6. The Participant takes into account that:
  - The premises of the SLOVAK KARTING CENTER might be monitored via a CCTV for purposes of AGENCY's or third party's authorized interests and to fulfil a legal obligation. Additional information on processing of personal data when operating a CCTV is listed in the General Commercial Terms and Conditions in the article "PERSONAL DATA PROCESSING".
  - AGENCY shall process within the authorized interest personal data provided by the participant for purposes of contacting and providing targeted information, notifications and/or announcements on holding events, courses, social occasions and/or linked services provided by AGENCY via electronic communication (by phone, SMS message/MMS/e-mail etc.). AGENCY may also use contacting the participant for purposes stated under this point via sending document to the abovementioned addresses. Targeting of commercial-marketing communication is perfomed on a minimal scale an is usually based on primary information on the participant's interest. The participant may object to personal data processing for direct marketing purposes. If the participant exercises his right to object to processing for direct marketing purposes.
  - AGENCY publishes information on personal data processing within Articles 13 and 14 of the General Data Protection Regulation No. 2016/679 (GDPR) in the General Commercial Terms and Conditions. Updated and more detailed information on personal data processing AGENCY publishes on the web site: www.slovakiaring.sk and on selected open to the public space (including space where AGENCY obtains personal data). The Participant declares that by providing his personal data and signing this declaration he has been acquainted eith this information on personal data processing, understands it and is aware of his rights as an affected person whose personal data are processed.

## The Participant is at the same time obliged to respect rules as follows:

- 7. The participants are obliged to use a safety helmet and a safe closed footwear. On motorcycle rides, the Participants are obliged to wear an overall with protectors, riding boots, gloves and a helmet. The outfit has to be designed for motorcycle rides.
- 8. The karting track of the SLOVAK KARTING CENTER may be accessed only on designed places. The Participant is obliged to follow the instructions of AGENCY employees who are in charge of the karting track operation and to ride on the track only in the defined direction. Turning or reversing on the kating track is forbidden. In case of a break down or a crash, the Participant has to pull over the vehicle to the side and to wait for the





arrival of the towing car. Stopping or braking as well as towing of vehicles on the race track are forbidden. The Participant must not obstruct rides on the race track.

- 9. The Participant is obliged to adjust the ride on the karting track to his/her abilities, the vehicle state, to the state of the karting track and to current climatic conditions.
- 10. The Participant must not slow down on the karting track abruptly or without reason. In case of necessity the Participant has to leave the karting track safely.
- 11. In case of a crash the Participant is obliged to present the vehicle for a technical check, otherwise he/she will not be again admitted on the karting track.
- 12. The Participant shall respect the start and the end of the ride as instructed by employees of the AGENCY in compliance with signalling. The Participant shall leave the karting track immediately after the end of a ride.
- 13. The Participant is obliged to drive/ride in such manner as not to threaten or limit other drivers/riders on the karting track.
- 14. During the whole time of stay within the premises of the SLOVAK KARTING CENTER, the Participant is obliged to follow the instruction of the AGENCY employees. The Participant takes over the responsibility for the accompanying persons and for their behaviour and possible damages and losses caused by them.
- 15. The participant takes notice that he/she is entitled to enter only the parts of the SLOVAK KARTING CENTER area which have been explicitly specified as accessible by the AGENCY (or its entitled Representative) for the Participant, i.e. the participant gained explicit approval for entrance. The motor vehicles (participant) have to be visible marked with a legible start number and definition of relevant category.
- 16. The participant is not entitled to make visual (photographic), audio or audiovisual recordings during his/her presence in the SLOVAK KARTING CENTER premises. He/she may not during the presence in the area of SLOVAK KARTING CENTER make open fire, bring in and/or hold weapons (including shooting and thrust weapons and explosive substances or materials, bring and use alcoholic or other narcotic or psychotropic substances.
- 17. It is forbidden to smoke, drink, eat, and bring in other objects and animals into the box area. Maximum speed here is limited to 30km/h.
- 18. The participant has the right to file in to the AGENCY a claim against other participants in case of suspicion of unfair acting. The participant agrees that AGENCY has the exclusive right to solve claims and fully and implicitly respects the decision of AGENCY including possible imposed sanctions.
- 19. The participant is obliged to attend a briefing (instruction) before the start of a ride/drive.
- 20. The participant declares to have attended a briefing regarding instructions on the safety of rides on the karting track and on the organisation of rides on the karting track. He/she also declares to be aware of all technical parameters of the karting track.
- 21. The Participant is obliged to respect all instructions and orders given by the AGENCY as well as persons authorised by the AGENCY for the operation of the SLOVAK KARTING CENTER including the prohibition of ruthless driving, safety instructions and flag and light signalling. The Participant is further obliged to respect the maximum speed limit of 30 km/h at the parking area for competition cars which forms part of the SLOVAK KARTING CENTER (hereinafter referred to as "*Parking area"*) and at the same time the participant will refrain from rapid braking in the Parking area, (with exception of sudden braking out of reason of a sudden obstacle in the driving direction of the vehicle), to refrain from sudden acceleration, intentional slipping and drifting.

In case any of this obligation specified in this Declaration (including point 21) will be violated by the Participant, the Participant shall pay a fine of 500,-EUR (five-hundred euro) for each violation of obligations separately. The Participant shall immediately pay this fine (before leaving the area of the SLOVAK KARTING CENTER) when asked (also verbally) by the company AGENCY (or by a person authorised by the AGENCY) to settle the contractual fine.

The Participant declares and confirms his/her approval that the AGENCY (or its authorised Representative) is at any time entitled to ban entrance into the area of the SLOVAK KARTING CENTER if there is a suspicion that the Participant has not respected all Participant obligations as specified in point 21 of this Declaration.

- 22. The Participant is obliged to respect all instruction and orders of the AGENCY and RPA (Rapid technical Aid) when removing broken vehicles. The AGENCY does not take over the liability for possible damages which may arise through this action.
- 23. The Participant declares to have knowledge of the use of flag and light signalling as well as the Rules of Operation and the document of AGENCY named Minimum compulsory Support. He/she declares to have understood all content and shall respect all obligations of the Participants/rider stated hereto.
- 24. This Event Participant's Declaration is valid during each visit of the SLOVAK KARTING CENTER and it is not necessary to sign it again before each ride.

In Bratislava, on \_\_\_\_\_

Participant's Signature:\_\_\_\_\_

## Consent to Publish the Participant's Driving Records

The Participant agrees that without time, territorial or material limitation AGENCY will make, show, distribute, disclose (also by means of the Internet), publish, edit and/or otherwise use image, audible, audible-visual and/or audiovisual records of Participant's driving containing also (i) a course of the Driving, (ii) the Participant's business name, label, trade mark and/or logo, (iii) an image of the Participant, (iv) the Participant's vehicle. The Participant declares that he/she is eligible to grant AGENCY the rights pursuant to this paragraph.

The Participant agrees that AGENCY may publish the data about the Driving and the Driver as well as Records (their parts) of the Driving in question in their own promotional materials (means) and/or promotional materials of SLOVAKIA RING also by means of AGENCY's and/or SLOVAKIA RING's website(without time or territorial limitation).

The Participant gives the consent on a voluntary basis, i.e. the Participant is not required to grant the consent to the AGENCY. Personal data is processed on the basis of this consent until it is appealed by the Participant. Consent can be revoked at any time. AGENCY accepts any form of revocation of consent if the person revoking the consent is unambiguously identifiable. Personal data are provided mainly to the following recipients: intermediaries involved in the preparation of records and their processing on behalf of AGENCY, internet service providers, advertising and media agencies, etc.

In	Bratis	lava,	on
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Participant's Signature:\_\_\_\_

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