

CLIENT DECLARATION

Date:

Full name as per identity document (Pilot):

Date of birth: City: Country:

Details of Parent / Guardian / Legal Representative / Accompanying Person

(To be completed if the karting track client is under 16 years of age)

Full name as per identity document:

Date of birth : City: Country:

I have informed the pilot of the Safety Rules of the Track, as well as the rules and restrictions set forth in this Declaration and the General Terms and Conditions for the provision of the service, and personally and on behalf of the minor/underage person I accept the same with all possible consequences of non-compliance.

I undertake to be present during every karting session of the minor/underage person at the Track and I assume personal responsibility for their compliance with the safety rules and general terms and conditions.

In my capacity as accompanying person, I declare and warrant that the parents/guardians/legal representatives of the person accompanying me are informed, have consented, and have authorised me to represent them in connection with the use of the Karting Track services by their child, and I assume full liability towards the Track and third parties in the event of any claims.

By signing this Declaration, I declare that:

1. I am a client of the Karting Track of my own free will and choice, and I acknowledge that operating a kart carries a potential danger to life, a risk of serious bodily injury, and the risk of causing property damage to any person present at the Track.

2. I freely and voluntarily provide my personal data and consent to its storage by the operator of the Karting Track for the purposes set out in the General Terms and Conditions for the provision of karting services, including for the purpose of the administrator retaining my personal data related to and/or pertaining to this Declaration signed by me, pursuant to Article 17, paragraph 3, point (e) of Regulation (EU) 2016/679, for the establishment, exercise or defence of legal claims by me or by the Track.

3. I am aware that my personal data contained in this Declaration is stored for a maximum period of 10 years, that I have the right at any time to access, rectify and/or request the erasure of my personal data where the conditions for doing so are met, by means of a written request or e-mail submitted to the administrator.

4. I am in excellent health and condition (physical and mental), and I am not aware of suffering from any illness or condition, whether apparent or not (including but not limited to: I have no cardiovascular problems or health issues related to the neck, lower back or spine); I have not undergone any surgery or other intervention to the musculoskeletal system or any other procedure that would create a risk to my health in the past 3 months; I am not pregnant; I am not taking any medication and I am not under medical treatment; I am not under the influence of alcohol, narcotics or any other psychoactive substances that impair normal bodily functions and prevent the safe operation of a kart.

5. I have read, understood and unconditionally agree to strictly comply with the General Terms and Conditions for the provision of the service, the Safety and Use Rules for karts and the standards of conduct at the Track, and all other rules including those arising from the Safety Briefing, posted on-site, on the website, and displayed via the warning signs in the waiting and briefing area of the Track, and I assume full responsibility for compliance therewith. I confirm that there are no rules regarding the use of the service that are unclear or unexplained to me. I agree that if I fail to comply with any of the rules, a Track employee may request my immediate removal from the Track, in which case the amount paid by me shall not be refunded.

6. I assume full liability for any incidents occurring at the Track as a result of my failure to comply with the stated karting Track rules or the instructions given to me, as well as for incidents caused by me due to inattention, lack of skill, or failure to observe the signals and directions given by the instructors before, during and after a karting session/race at the Track.

7. I acknowledge and agree that the Track shall bear no liability for incidents, bodily injury or any other damage (whether material or non-material) arising as a result of the negligent or reckless conduct of other pilots.

8. I acknowledge that operating a kart requires a certain level of skill and responsibility for safe driving, and that I (the minor/underage person) possess the necessary skills and will operate the kart safely. I agree to be liable for all damage caused to the kart, the Track, the centre and its equipment, and upon completion of the karting session I will return the kart in the same condition in which it was provided to me, or alternatively pay the full amount of any damage caused.

9. I am aware that I have both the right and the obligation to inspect the condition of the kart before driving, and I will only drive it if I have approved it as roadworthy (with the opportunity to check the steering wheel, seatbelt, tyres, brakes and chassis). In the event that I refuse to drive due to a defect, I am entitled to a full refund of the amounts paid.

10. I am aware that the karts at the Track are operated by various drivers (pilots) who may make errors and/or intentionally or negligently cause harm, bodily injury or death to others and/or to me, which may occur regardless of my own actions (or omissions) or the actions or omissions of other persons operating karts. I freely and fully consciously assume this risk of occurrence in relation to myself or of causing to a third party/parties bodily injury, death or damage/destruction of personal property, and I hereby release from liability and claims in this regard, including from the payment of costs and expenses, the legal entity — operator of the Track, all its employees, owners and representatives.

11. On my own behalf, and on behalf of my heirs and next of kin, I hereby release from liability and from any and all out-of-court and/or legal claims the legal entity — operator of the Karting Track, all its employees, owners and representatives ("Released Parties"), with respect to all claims, monetary obligations, actions, claims for property and/or non-property damages, brought in my name and/or on my account, which

are alleged to have been caused to me directly and/or indirectly by the operation of a kart or by being present as a spectator at the Track. The Released Parties are discharged from payment to me and/or to third parties of all damages, claims, obligations, interest, court and out-of-court costs or expenses, including (but not limited to) attorney's fees and administrative costs, whether direct or indirect, foreseen or unforeseen, arising or caused as a result of my conduct at the Track or other events related to the operation of the kart, at any time, regardless of whether my actions/omissions were negligent or not, and regardless of whether they are based on negligence of the Released Parties or on the conduct of third parties in relation to them.

WHEN DRIVING A DOUBLE KART

12. In my capacity as driver, I undertake to monitor the child at all times during movement on the Track and to attend to their safety and wellbeing.

13. I undertake to immediately cease driving if I notice any discomfort on the part of the child or any possible risk to their health.

14. I assume full responsibility for the health and safety of the child during the driving session. I undertake to ensure that the child is dressed in a manner suitable for karting as required by items 22, 23 and 24 of this Declaration, and I will personally verify that the child's safety harness is properly fitted, fastened and tightened.

I AM AWARE OF ALL RULES FOR THE USE OF KARTING, INCLUDING (NON-EXHAUSTIVELY) THE ESPECIALLY IMPORTANT ONES BELOW:

15. The minimum age for children to drive a kart is 7 years. The minimum height requirement to drive a kart is 135 cm. The minimum age for a passenger in a double kart is 3 years.

16. Age verification for persons over 16 years of age is done by presenting a national identity card (passport) or a Driver License (pilot's licence issued by the Track). For persons under 16 years of age, age verification is done with another identity document or by a parent (guardian/legal representative/accompanying person).

17. Persons over 16 years of age are registered on their first visit by presenting a national identity card, while persons under 16 years of age are registered using another identity document (student card or similar). On all subsequent visits, registration is done using the Driver License or card issued to them by the Track.

18. The declarant undertakes to respect all markings and light signals on the Track and to observe them at all times during their stay at the Track, and to comply with, accept and follow all signs and instructions given by the instructors or any other Track employee. In all cases, the declarant must pay particular attention to the marked entry/exit points of the Track/Pits.

19. The instructor may require the declarant to terminate the session and leave the Track (without any refund of costs) if they drive recklessly, against the protective barriers/tyres, collide with safety blocks or other drivers, throw objects on the Track or at other drivers, drive in the wrong direction on the Track, or if through any act or omission they endanger the health or property of themselves or other participants on the Track premises.

20. The instructor has the right to prohibit the declarant from boarding a kart or starting a lap on the Track if it is established that the declarant's condition raises reasonable suspicion that they may be under the influence of alcohol and/or narcotic/psychoactive substances, or that they are below the minimum age required to operate a kart, or if any other circumstance indicates incapacity or danger in operating a kart.

21. In order to use the rented kart, the declarant must have the required equipment, including: a balaclava, helmet and/or any other items listed as mandatory in the Track's Safety Rules.

22. It is DANGEROUS to drive a kart wearing: open-toe footwear (such as sandals, flip-flops, slippers, etc.) or high-heeled footwear. Shoelaces must be securely fastened at all times.

23. For the safety of all users/declarants, it is PROHIBITED to drive a kart with loose long hair (hair must be tied back and tucked under a securely fastened garment or worn in a bun), or to wear scarves or any other accessories or clothing that may become caught in rotating parts and cause an incident, obstruct driving, or fall onto the Track or onto the kart.

24. It is PROHIBITED to enter the Pit area or the kart movement zone of the Track unaccompanied — the karting pilot must be accompanied by an instructor at all times in those areas.

25. The Track/Track Operator shall be liable only for damages that are the direct and immediate result exclusively of intentional conduct or gross negligence on the part of their employees.

26. Upon completion of the session, I must reduce my speed and return slowly and safely to the Pit area, coming to a stop without making contact with the karts in front of me.

27. I undertake to remain seated in the kart and not to remove my helmet or any protective equipment until all karts from the session have been fully returned to the Pit area. Dismounting from the kart and removing the helmet and protective equipment is permitted only after all karts have come to a complete stop in the Pit area and I have received permission from the instructor.

28. I undertake to keep both hands on the steering wheel at all times while driving and to direct my gaze in the direction of travel, continuously monitoring all vehicles ahead of me. I am prohibited from turning sideways or looking backwards while the kart is in motion.

I have informed the pilot of the Safety Rules, as well as my rights and obligations at the TRACK.

Date:

Signature of declarant:

Signature of parent/guardian/accompanying person: