

**TERMS AND CONDITIONS OF THE CONTRACT
ON THE USE OF SUMMER BOBSLEIGH SERVICES PROVIDED BY
SIA BOBSLEJA UN KAMANĪŅU TRASE "SIGULDA"**

1. GENERAL PROVISIONS

1.1. The following terms and conditions of the Contract on the Use of Bobsleigh and Luge Track "Sigulda" stipulate the procedure for using the Bobsleigh and Luge Track "Sigulda" and its surrounding territory, as well as the rights and obligations of its users. Bobsleigh and Luge Track "Sigulda" includes the territory of the concrete driving section of the track specifically intended for descending only in special summer bobsleighs together with a professional pilot (BLT "Sigulda" Pilot), as well as the access road (see the attached drawing, layout) (hereinafter - "the Track").

1.2. The legal relations between the user of the Track (hereinafter - "the User") and the Bobsleigh and Luge Track "Sigulda" (hereinafter - "BLT") shall be governed by the present Contract. This Contract is entered into the moment a person purchases a ticket or a gift card or otherwise legally receives the Owner's permission or approval to use the Track for a run in a summer bobsleigh (hereinafter - "the Ticket").

1.3. The BLT gives the User permission to use the Track only for a run using a summer bobsleigh according to the terms and conditions of this Contract.

1.4. The Track may only be used by persons who have purchased a Ticket. A person who has not received the BLT's permission to use the Track or who does not have a Ticket shall not be entitled to use the Track.

1.5. These terms and conditions shall not be considered an offer by the BLT. An action by a person aimed at purchasing a Ticket from the BLT or its authorised representative shall be considered an offer to enter into the Contract under these terms and conditions. Issuing of a Ticket by the BLT or its authorised representative to a person or granting permission to use the Track shall be considered acceptance of the offer. The BLT or its authorised representative shall not be under obligation to accept the expressed offer. Neither these terms nor any other conditions shall be considered a guarantee or assurance that the offer expressed by the person will necessarily be accepted.

1.6. Obligations of the User and rights of the BLT established in this Contract shall be binding and shall apply also to persons actually using the Track without a Ticket, prior to purchasing a Ticket or after the expiry of the Ticket. The use of the Track in itself shall mean that the person has accepted the terms and conditions of this Contract as binding to him.

1.7. Only individuals who are at least 6 (six) years old shall be allowed to use the Track. Children under the age of 6 (six) may use the Track for a run in the summer bobsleigh only when accompanied by an adult.

1.8. Dogs and other animals shall not be allowed on the Track, regardless of whether they are kept on a leash or are wearing a muzzle.

1.9. Standing or moving on the driving section of the Track shall be prohibited.

1.10. It is prohibited to throw objects onto the Track or, when using the Track, to perform any activities indirectly connected with the run, for instance, to deliberately interfere with the Pilot, to rock the summer bobsleigh during the run, etc.

1.11. It is prohibited to ride bicycles in the territory of the Track or on the access road to the Track during the time summer bobsleigh runs take place.

2. TERM OF VALIDITY OF THE CONTRACT

2.1. From the moment an individual purchases a Ticket or receives the Owner's permission to use the Track he/she shall be considered a "User" for the purposes of this Contract, and he/she shall be bound by this Contract and obligations arising out of it.

2.2. The User shall be entitled to use the Track only during the term of validity of this Contract.

2.3. The Contract, and accordingly - the right to use the Track - shall expire if the time indicated on the Ticket expires or the maximum number of runs allowed for the Ticket is reached.

2.4. The Contract, and accordingly - the right to use the Track - shall expire if the Ticket of a person is cancelled due to a breach of the provisions of this Contract.

3. SUMMER BOBSLEIGH

3.1. This Contract shall give the User the right to use the Track for a downhill run only in a special summer bobsleigh provided by the BLT.

3.2. It is prohibited to use any other objects or devices for making downhill runs on the Track, or to stand or move on the driving section of the Track.

4. OBLIGATIONS OF THE USER

4.1. The User shall observe the terms and conditions of this Contract, as well as signs and instructions on the Track. Also, the User shall observe the requests or instructions of BLT staff who are wearing special uniforms or other distinction signs (hereinafter - "Track Staff") concerning the Track or its use.

4.2. Users shall not use the Track under the influence of alcohol, narcotic or psychotropic substances.

4.3. The User shall not walk on the driving section of the Track or interfere with or endanger other Users of the Track.

4.4. The User shall not stand on the driving section of the Track, on the concrete boards of the Track or on the technical lane.

4.5. The User shall be fully responsible for his/her health and life on the Track and for complying with the technical instruction provided by Track Staff prior to the run as well as instructions given by the Pilot, and shall not endanger other Users of the Track.

4.6. The User hereby waives any rights to claim and undertakes not to initiate any property claims or other claims of any kind against the BLT for injuries, damage or loss sustained on the Track (bodily injuries, damage to clothes, cameras and other objects) caused due the fact that the User or third parties did not observe the terms and provisions of the Contract on the Use of Bobsleigh and Luge Track "Sigulda" or the instructions given by the staff of SIA Bobsleja un kamanīņu trase "Sigulda".

5. CONDITIONS OF THE RUN

5.1. Prior to the start the User shall check his/her clothes and pockets to make sure that there are no objects that could fall out (mobile phone, wallet, keys, etc.) or otherwise endanger a safe run.

5.2. Prior to the start the User shall acquaint with the terms of use of the summer bobsleigh. The User shall not get into the summer bobsleigh before the Track Staff has given instructions and permission to do so.

5.3. During the run the User shall hold onto the handles of the summer bobsleigh. During the run it is prohibited to rock the summer bobsleigh and the safety grid as this may interfere with the pilot. During the run, the User shall not touch the driving section (including the concrete boards) of the Track with hands or to stick arms outside the summer bobsleigh.

5.4. When finishing the run, the Pilot will manoeuvre the summer bobsleigh backwards off the driving section of the Track. At the finish, a Track Staff member will wait for the summer bobsleigh, hook it up to a car (the User shall remain seated in the summer bobsleigh), and take it up to the start using the Track access road.

6. RESPONSIBILITY OF THE USER

6.1. The User shall be responsible for any damage and loss caused by him/her to third parties or to the BLT when using the Track.

6.2. If the User does not observe the requirements of this Contract, the Track Staff shall have the right to cancel his/her Ticket and to forbid using the Track.

6.3. The User shall be responsible for any damage or loss caused to third parties or the Owner due to noncompliance with the terms of use of the summer bobsleigh, driving section of the Track or the car used for taking the sled uphill.

6.4. In the case the Ticket is lost the User shall not be entitled to renew it.

6.5. The User shall not be entitled to request the Ticket to be exchanged for money if he/she is not satisfied with the Track or weather conditions.

7. RESPONSIBILITY OF THE BLT

- 8.1. The BLT shall not be responsible for any accidents or losses caused by violations of this Contract.
- 8.2. The BLT shall not be responsible for car theft and theft or damaging of other personal belongings.
- 8.3. The BLT is under no obligation to assume responsibility for any damage or loss caused due to improper use of the lift or violations of safety rules.

8. SPECIAL PROVISIONS

- 9.1. The Contracting Parties hereby agree and acknowledge that the BLT may take or authorize third parties to take photos, videos or other sound and visual information recordings of the User and to store such information about the User in textual, sound and visual data carriers.
- 9.2. Information processing shall mean the right to, inter alia, gather, register, enter, store, arrange, modify, use, transfer, transmit and delete information. The BLT shall have the right to transfer such information also to its associated companies and other third parties. The User hereby agrees that the BLT is entitled to process information and transfer it to third parties. Copyright, disclosure right and other property rights with regard to any pictures, recordings and other obtained information shall belong to the Owner.