



*"APPROVED":  
Limited Liability Company  
SIA "Baltic Ring 333" chair of the board  
Shota Abkhazava [Shota Abkhazava]  
Riga, April 25, 2023*

## **Usage Terms and Conditions for the Track**

### **1. General Provisions:**

- 1.1. These rules determine the order in which activities of the user (hereinafter – the User) of the track (hereinafter – the Track) of SIA "Baltic Ring 333" take place during the driving session in general.
- 1.2. Track User is a person who participates in a driving session with a vehicle on a certain part/parts of the track.
- 1.3. Track User has familiarized him/herself with and undertakes to comply with the "Rules of internal order for visitors of the sports complex 333".
- 1.4. Race tracks and facilities within the area of 333 are objects of increased danger, in which the organizer bears full responsibility for the training process and its safety during training and competitions.

### **2. User responsibilities:**

- 2.1. The User is obliged to present his/her identity document: identity card (ID) or passport.
- 2.2. Users under the age of 18 may use the Track as a vehicle rider only with the continuous presence of parents/guardians or with the written permission of parents.
- 2.3. Before starting the driving session, the User must inspect and familiarize him/herself with the track and assess its condition, if the track satisfies the rider, he/she may use the track.
- 2.4. A user – motorcyclist must enter the Track with a protective helmet on only.
- 2.5. A user – motorist must fasten his/her seat belt and **must wear a protective helmet** when entering the track.
- 2.6. The condition must be observed that when entering the track, priority must be given to vehicles already driving on the track.
- 2.7. Priority for the use of the track is given to those Users who rent a form of transport – the go-kart. 333 employees inform the User about the track occupation before using the track. 6 (six) cars or 32 (thirty-two) go-karts or 20 (twenty) motorcycles may be on the track at any one time.
- 2.8. A rate of speed of the vehicle must be chosen according to personal driving skills and taking into account personal safety and that of others.
- 2.9. A safe driving distance must be observed.
- 2.10. When using the track, the user is responsible for his/her own safety on the track.
- 2.11. If the User enters the track with a personal vehicle, the User confirms that the chosen vehicle is in good technical order and complies with all regulatory enactments.
- 2.12. If any part detaches from the vehicle while using the track, the driver must immediately go to the service park (pits) and report about the part to the 333 track staff.
- 2.13. If during the use of the Track, oil, fuel or coolant leaks from the vehicle due to certain damages, then upon noticing this fact, the asphalted part of the track must be cleared immediately and the Track staff must be informed about it at once. If it is necessary to use absorbent granules for the performance of cleaning work, then the User covers the expenses of the used material – EUR 2 per 1 m<sup>2</sup>, the maximum amount is EUR 300.

- 2.14. If any foreign bodies (parts, objects, substances, etc.) are found on the Track's asphalt surface, immediately inform the 333 Track staff of this fact.
- 2.15. If, for any reason, the User has driven off the Track's asphalted surface, as a result of which there is soil/gravel on the Track's asphalted surface, the User must immediately inform the Track's staff about this fact.
- 2.16. If as a result of damage to the track user's vehicle – oil, coolant leaks, burning of the vehicle, material damage is caused to the Track, the user assumes full material responsibility and is obliged to cover 100% of the resulting losses.
- 2.17. If there are any questions or uncertainties about the driving session or the Track, the User must contact the staff of the Track, clarifying the question until it is fully understood. If the User is not sure about a question, then it is forbidden to use the track.
- 2.18. In the rest of the Track territory, which is outside the territory of the Track, the speed of any vehicle **may not exceed 30 km/h**;
- 2.19. Be careful with Track's belongings and equipment that are used and available during the session.
- 2.20. If during the driving session the User has damaged a pylon/pylons on the track, then immediately after the trip the User pays the Track for each damaged pylon at EUR **10.00** (ten euros) per piece.

### **3. The User is strictly prohibited from:**

- 3.1. Being at the Track under the influence of alcohol and intoxicating substances.
- 3.2. Arbitrarily using the Track, without the permission given by the Track staff.
- 3.3. Using the Track outside the Track's designated working hours.
- 3.4. It is strictly forbidden to burn-out/spin wheels of a car or a motorcycle, to squeal the tires on the territory of the track. For committing such a violation, the User must pay a fine, depending on the amount of damage to the Track and the invoice issued by a third party, starting from **2000** EUR (two thousand euros and 0 cents), and the Track staff will ask the User to leave the track, regardless of whether a legal/physical person is responsible for the violation a person.
- 3.5. Arbitrarily changing the designated riding direction, configuration and stopping at the Track without a valid reason. The driving direction is determined on the track – counter-clockwise.
- 3.6. Stopping on the Track without a valid reason, however, if such a need arises, then the vehicle must turn on the emergency signal/hazard lights and drive off the asphalt surface of the Track, strictly observing the safety measures on the Track.

### **4. User responsibility:**

- 4.1. Regarding the observance of obligations and prohibitions, their execution and the resulting consequences, including material losses.
- 4.2. If the Visitor has caused damages for the conduct of any other type of event, he/she must bear full material responsibility for it.
- 4.3. The driver of the vehicle is solely responsible for any damage to his/her or a third party's equipment while using the track. The User has familiarized him/herself with the condition of the track and, upon starting to use of the track, has confirmed that the User has sufficient technical knowledge and ability to drive the vehicle in a way that does not endanger the User him/herself and other track users and staff

### **5. User rights:**

- 5.1. To take the purchased trip/ride on the Track in compliance with these rules.
- 5.2. To ask any questions about the Track or a trip/ride on the Track and receive answers from the Track staff to questions of interest.

### **6. Various questions:**

- 6.1. The compulsory civil liability insurance of owners of land vehicles does not operate on the track, because vehicles on the track do not participate in road traffic.

- 6.2. If the driver of the vehicle has driven off the asphalted surface of the Track more than 3 times, or has there been a repeated collision with signs demarcating the Track then the Track staff has the right to interrupt the User's session without returning the payment for the driving session.
- 6.3. Company SIA "Baltic Ring 333" does not take responsibility for the Renter's personal material values;
- 6.4. In case of non-compliance with the above-mentioned rules, the User is given a verbal warning, if the User does not follow the given warning, the User is immediately denied participation in the driving session, without the right to renew it and the payment for the lesson is not returned.
- 6.5. On providing a service that does not comply with the contractual provisions, the User, if he/she is considered a consumer in the sense of the laws of the Republic of Latvia, can contact the company SIA "Baltic Ring 333", company registration No. 40103537133, address "Sila Priedes", Ropazi district, LV-2133, Latvia, e-mail: [info@333.lv](mailto:info@333.lv) with a written, justified application. The submission will be considered in accordance with the norms set forth in the Law on the Protection of Consumer Rights [Patērētāju tiesību aizsardzības likums]. The service is considered to be in accordance with the terms of the contract if:
  - 1) the content of the service, the way it is provided and the result correspond to what was agreed upon.
  - 2) the service is provided with professional care, taking into account the interests of the consumer.
  - 3) the service meets the requirements that are reasonably set for such services.
- 6.6. If the User has any kind of disputes or disagreements with the staff of SIA "Baltic Ring 333", then mutual disputes must be resolved through negotiations, if this fails, in order to resolve the situation, then the parties resolve the disputes and disagreements that have arisen in the judicial institutions in accordance with the procedure specified in the regulatory legal acts of the Republic of Latvia, with the Republic of Latvia as the jurisdiction.
- 6.7. The user has familiarized himself with the "Usage Terms and Conditions for the Track", fully understands them and undertakes to comply with them, which he confirms with his signature.

**USER:**

|                       |  |
|-----------------------|--|
| <i>Name, surname:</i> |  |
| <i>Date:</i>          |  |
| <i>Signature:</i>     |  |