Company SIA "Baltic Ring 333"
Company registration No.: 40103537133
"Sila Priedes", Ropazi district, LV-2133, Latvia
E-mail: info@raceway.lv, homepage: www.raceway.lv

"APPROVED":
Limited Liability Company
SIA "Baltic Ring 333" chair of the board
Shota Abkhazava [Shota Abkhazava]
Riga, January 1, 2023

Terms and Conditions for Use of the Off-road Track

1. General Provisions:

1.1. These rules determine the order in which activities of the user (hereinafter – the User) of the off-road track (hereinafter – the Off-road 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 Raceway Baltic".

2. Responsibilities of the off-road track user:

2.1. If the user chooses to use his personal vehicle (hereinafter – vehicle) during the lessons, the following shall apply:

2.1.1. The vehicle must have a valid technical inspection certificate and be in such a technical condition that the vehicle can participate in road traffic;
2.1.2. The vehicle must be equipped with a seat belt and a fire extinguisher and must meet the safety requirements set out in Latvian regulatory acts;
2.1.3. The vehicle's tank must be filled with at least 15 litres of fuel, but depending on the duration of the program, taking into account that the amount of fuel is intended for at least 3 – 4 hours of driving in training mode;
2.1.4. The total weight of the User's vehicle must not exceed 3.5 tons;
2.1.5. The User must know where the manufacturer's original towing eyes/lugs are located on both the front and rear of the vehicle. In case the eyelets are of the screw-in type, the user is obliged to prepare them in time.

2.2. Full payment for the selected driving training course must be made before the start of the first lesson. If the payment was made by bank transfer, a bank statement for the payment must be presented before the first lesson. The price of training courses is indicated on the website www.raceway.lv;

2.3. It is required to follow all the instructions provided by the Instructor, which are included in the training course selected;

2.4. Before start of the session, the basic principles of using the walkie-talkie must be acquired, the Instructor introduces the rules of using the walkie-talkie;

2.5. It is necessary to use a seat belt while in the vehicle;

2.6. When performing the assigned task, the driving speed of the vehicle specified by the Instructor shall not be exceeded;

2.7. A safe distance must be observed – depending on the driving speed, such a distance must be chosen so that when the vehicle in front brakes, it is possible to avoid a collision, as well as such an interval must be chosen that ensures road traffic safety;

2.8. If there are any questions or uncertainties about the execution of the given task, the Instructor should be consulted, clarifying the task until it is fully understood;

2.9. If there are problems to continue driving, the Instructor should be informed immediately of the fact by the walky-talky, and, if possible, the vehicle should be diverted to shoulder and the hazard warning lights should be turned on. If it is not possible to divert the vehicle from the track, the emergency lights must be turned on and, if impossible to do so without endangering the safety of oneself and others, one must leave the vehicle and move to a safe place;

2.10. If there are problems in the operation of the walkie-talkies, the Instructor must be informed immediately;

2.11. The User must treat and be responsible for the Off-road belongings and equipment provided during the lesson, as well as for the belongings of other Users.

3. **The Off-road track user is strictly prohibited from:**

3.1. Being at the Off-road Track under the influence of intoxicating substances;

3.2. Arbitrarily use Off-road tracks or other adjacent nearby territory, without the Instructor's command and instructions on the next task;

3.3. Moving to another Off-road track without the Instructor's permission;

3.4. Arbitrarily changing the designated driving direction, configuration without a valid reason;

3.5. *Under no circumstances should the user start driving in a specific part of the Off-road track while another User of the Off-road track is performing a task in the specific section;*

3.6. Getting out of the car in the event of a forced stop without the Instructor's permission, unless there is a situation that threatens the safety of the user.

4. **Responsibility of the off-road track user:**

4.1. Full responsibility for compliance with obligations and prohibitions, their execution and the resulting consequences;

4.2. Civil liability in accordance with the legal norms in force in the Republic of Latvia;

4.3. Full responsibility that the vehicle with which User participates in the driving session has been insured with the compulsory insurance of civil liability of owners of land vehicles (OCTA) and the vehicle has a valid technical inspection certificate;

4.4. If the User uses an Off-road vehicle, the User assumes full responsibility for the use of the Vehicle (see clauses 2.11 and 4.2). The Off-road personnel is responsible for the technical preparation and fuel of the vehicle.

5. **Rights of the off-road track user:**

5.1. Perform the tasks assigned by the Instructor according to the specific training program;

5.2. Refuse to perform tasks if the User realizes or doubts that he/she will not be able to perform the task due to certain circumstances;

5.3. Ask any questions about the performance of training tasks and receive the Instructor's answers 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. The CASKO policy does not work on the track. If the User wants to get more information about the coverage of his CASKO insurance policy, the User should contact his/her insurer;

6.3. If the driver of the vehicle has driven off the 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;

6.4. Company SIA "Baltic Ring 333" does not take responsibility for the Renter's personal material values;

6.5. 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;

6.6. 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@raceway.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;

6.7. 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.

6.8. The user has familiarized himself with the "Terms and Conditions for Use of the Off-road Track", fully understands them and undertakes to comply with them, which he confirms with his signature.

USER:

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Signature:	

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