

# AGREEMENT ON USING THE AMUSEMENT PARK "TARZĀNS"

LLC "CSS-Alpine", Reg.No. 40003740270, address: Stacijas str. 26a, Sigulda, LV-2150, hereinafter referred to as "the Owner", as one Party and a person specified in the Appendix No. 1 there to as "the User", hereinafter referred to as "the User", as the other Party, without falsehood, fraud and coercion have concluded this Agreement on the following:

## 1. The subject of the Agreement

1.1. The User proposes, but the Owner permits the User and the persons accompanied by him/her and specified in the Appendix No. 1 to this Agreement, against the payment specified in the Appendix No. 1 to this Agreement to use the Amusement park "Tarzāns" (hereinafter referred to as "the Track") in accordance with the Agreement terms and conditions.

1.2. The User's proposal mentioned in Article 1.1 is considered an offer to conclude this Agreement, but the Owner's permission mentioned in the Article.

1.1 is considered acceptance for concluding such Agreement.

1.3. For the needs of this Agreement under the term "Track" is understood the territory arranged and marked in the nature by the Owner, which is specially equipped and intended for overcoming impediments fixed in the trees and amusements.

## 2. Rights and obligations of the User

2.1. The User is allowed to use this Track himself /herself and permit the same to the persons accompanied by him/her and mentioned in the Appendix No 1 to this Agreement only after all the equipment necessary for enjoyment of the Track has been received. The User and the accompanied persons are strictly prohibited to hand over the safety equipment received to third persons. The User and the accompanied persons are obliged to return the safety equipment provided to them to the Owner. If the User and the accompanied persons have not returned the safety equipment issued to them, then they are obliged to compensate the Owner for the full value of the safety equipment.

2.2. The User and the accompanied persons shall compulsorily observe the Track use regulations, instructions placed along the Track, warnings and the other signs or indications regarding the use of the Track.

2.3. The User bears personal, moral and material responsibility for the actions and inactivity of the accompanied persons on the Track, the resulting or incurred losses or damage to the User, accompanied persons, third parties and the Owner.

2.4. The User is prohibited to make fire, use alcoholic beverages, tobacco and tobacco products, drugs or psychotropic substances on the Track, and the User is prohibited to appear or to set out for the Track under the influence of alcoholic beverages, drugs or psychotropic substances. The User bears responsibility that the accompanied persons do not make fire, nor use alcoholic beverages, tobacco and tobacco products, drugs or psychotropic substances in the Track, and that the accompanied persons do not appear or set out for the Track under the influence of alcoholic beverages, drugs or psychotropic substances.

2.5. The User's and the accompanied persons obligation is to observe the requirements or directions regarding the Track, its enjoyment or equipment and use thereof made by the Owner's employees dressed accordingly or otherwise bearing any mark of distinction (hereinafter referred to as the Track personnel).

2.6. The User and the accompanied persons are prohibited to damage the Track, installations, its equipment or the equipment issued.

2.7. The user takes responsibility for the health and life of his / her and accompanying persons and is responsible for the suitability of the route or maneuvers chosen by the User and the accompanying persons. This paragraph does not apply to cases involving the activities and / or inaction of the Owner.

2.8. The Owner shall not be liable for bodily injury, damage (not material or material) or loss incurred on the Track if it occurred or caused by violation or failure to comply with the provisions of this Agreement. This paragraph is without prejudice to the User's legal right to file a claim for the service provided.

2.9. The User, together with the accompanied persons, is obliged to stop using the Track, if unsafe weather conditions have set in or the Track is in such condition that it is obviously unsafe to use.

2.10. The User's obligation is to report on any accident immediately to the Track personnel and to participate in rendering aid, when necessary.

2.11. When the Track enjoyment time specified in this Agreement allowed for the User and the persons accompanied by him / her has expired, but the User and the accompanied persons have not left the Track yet, then this Agreement stays in force until the User and the accompanied persons have left the Track. If the User and/or the accompanied persons have exceeded the time of the Track enjoyment specified in this Agreement, then the User is obliged to pay the Owner for the additional time of the Track enjoyment in accordance with the

price list in force on the day of concluding this Agreement.

2.12. During the entire time of using the Track, the User shall regularly and constantly ensure that the User and the accompanied persons observe the Track safety regulations and have secured the safety snap hooks in the safety rope or the other specially marked safety snap hooks.

2.13. The User and the accompanied persons are prohibited to perform any manoeuvre in the Track without being secured by at least one safety snap hook provided in the safety ropes or safety snap hooks.

## 3. Rights and obligations of the Owner

3.1. The Owner does not undertake responsibility for damage or losses that have appeared or been incurred as the result of any violation of this Agreement.

3.2. The Owner does not undertake responsibility for any damage, losses or the theft of inventory, means of transport or other personal property of the User.

3.3 The Owner shall not be liable for accidents occurring on the Track due to unlawful or abusive behavior of other persons, damage to the Track, its inventory or equipment. This paragraph is without prejudice to the Owner's liability under the Liability for Defective Goods and Services Agreement.

3.4. The Owner is entitled to terminate this Agreement immediately without prior notice and to expel the User and the accompanied persons from the Track or a part of the Track, if:

3.4.1. The User or any accompanied person violates the stipulations of this Agreement;

3.4.2. The weather conditions have set in that endanger the safety of the Track use (strong winds, thunder storms, rain, etc.);

3.4.3. The Owner concludes that the Track equipment might be unsafe to use.

## 4. Settlements

4.1. The User pays the Owner for permission to use the Track up to 4 (four) hours from the moment of concluding this Agreement as specified in Appendix I for the amount specified in Appendix 1.

4.2. The payments shall be made in cash or by payment card at the Cash desk of the Owner.

## 5. Validity term of the Agreement

5.1. This Agreement comes into force when it is signed by the authorized representative of the Owner and the User.

5.2. This Agreement is valid until the term specified in Appendix I or the moment of the onset of the conditions specified in Article 2.11.

5.3 The owner may terminate this agreement unilaterally in the cases and in the order specified in Clause 3.4 of this Agreement. In such a case, the fee for using the Track may not be refunded to the User, what determines mutual agreement between the Owner or the Owner's representative and the User, by assessing each occurred case individually.

5.4. The User may terminate this Agreement unilaterally by notifying the Owner or his /her representative verbally. The payment for the Track use is returned only in such case whereby this Agreement is terminated before commencement of the use of the Track.

## 6. Final provisions

6.1. By signing this Agreement, the User confirms his/her consent and the consent of the accompanied persons for the processing of their personal data. The personal data specified in this Agreement will be used only for protection of the legal and contractual interests of the Owner, as well as for marketing activities - sending information about novelties, campaigns and events. The data will be used exclusively by employees of the Owner specifically authorized for personal data processing. The User, as well as the accompanied persons are entitled to submit changes in their personal data, as well as to reject personal data processing by notifying the Owner accordingly in writing or over the phone.

6.2. This Agreement is binding on the Owner, User, accompanied persons, their official representatives, and legal successors.

6.3. Disagreements that may arise in connection with this Agreement are to be first of all resolved by means of mutual negotiation. When it is not possible to resolve a dispute by negotiation, then it shall be settled in a court of the Republic of Latvia in accordance with the legislation being in force in the Republic of Latvia at the time of the settlement of the dispute.

6.4. This Agreement is made in two identical original copies, each of which has equal legal force. This Agreement has an Appendix No. 1 that is an integral part of this Agreement.

6.5. Any additions to this Agreement are valid, when these are made in writing and mutually signed by the Owner and the User.

6.6. By signing this Agreement, the Owner and the User deem it binding and executable.

**The authorized representative of the owner:** \_\_\_\_\_ **The user:** \_\_\_\_\_