**AGREEMENT ON INDIVIDUAL DRIVING ON RACING TRACK**

Contracting parties:

**Automotodrom Brno, a.s.,** with its registered office in Ostrovačice, Masarykův okruh 201,

 Postcode: 664 81, Company ID No.: 60728825, registered in the Commercial Register at the Regional Court in Brno, Section B, Insert 1451

and

**First name: …………………………………… Surname: ……………………………………………………………………………..**

**Domicile: ………………………………………………………………………………………………………………………………………**

**Driving Licence No.: ………………………………….. Email: …………………………………………………….……………….**

(hereinafter “the Participant”)

**Clause I Subject Matter of the Agreement**

* 1. AMD is the authorized user and operator of the “Automotodrom Brno – Masarykův okruh” car and motorcycle racing circuit located in the cadastral area of Ostrovačice and the cadastral area of Žebětín (hereinafter “the Racing Circuit”); public driving is available within the scope of the public services of AMD and the Participant has declared to be a person competent to drive motor vehicles. AMD undertakes to provide the Participant with an opportunity to drive on the Racing Circuit at the following times (please tick off):

**1. from 18:00 to 18:25**

**2. from 18:30 to 18:55**

**3. from 19:00 to 19:25**

**4. from 19:30 to 19:55**

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Participant’s passenger car / motorcycle with the

following registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

One drive on the Racing Circuit shall mean a drive from the start to the finishing line of the Racing Circuit in clockwise direction at the speed of 90 km per hour at maximum. The Participant is not entitled to assign the rights arising from this Agreement to a third party.

* 1. The Participant undertakes to pay the sum of **CZK 750 including 10% VAT** in cash to AMD for the performance specified in Section 1.1 and rendered by AMD upon the signing of this Agreement.
	2. The Participant is aware of the fact that besides him/her, individual driving on the Racing Circuit may be attended by another 44 participants at maximum at the same time; therefore, he/she undertakes to fully observe all duties of his/her arising from this Agreement as well as all instructions by AMD, the authorized representatives of AMD and especially the organizers of public driving.

**Clause II Rules of Driving on the Racing Circuit**

2.1. The Participant shall observe the following rules of driving on the racing track:

1. The Participant will drive on the racing track at his/her own risk. AMD will not be liable for any damage to health or property that will occur during driving. Every participant shall behave in a manner that will not cause damage to health, property, nature or environment during driving and shall be considerate towards other participants driving on the racing track. The Participant is fully liable for any damage caused by him/her.
2. The racing track is not a public road; mandatory or contractual damage liability insurance / accident insurance therefore does not apply to driving on the racing track.
3. Every participant shall provide first aid to people injured in accidents if and when needed.
4. The Participant –driver shall possess a valid driving licence and shall not be under the influence of alcohol or other intoxicating substances or in a state of decreased vigilance and concentration. AMD may carry out a breath test and the Participant shall not refuse to undergo such test. His/her vehicle shall be in proper operating condition; it shall not show any leakage of liquids and its tires shall be properly inflated. AMD reserves the right not to admit the vehicle or the Participant to driving on the racing track or exclude the Participant from driving without compensation.
5. Every participant in a car shall use safety belts; it is also recommended to use a protective helmet. When riding a motorcycle, every participant shall wear an overall with protectors, riding boots, gauntlets and a helmet. The outfit shall be designed for motorcycle rides. The same applies to co-drivers/co-riders as well.
6. The Participant shall enter and leave the racing track solely through designated points. The Participant shall observe instructions by the employees of AMD that operate the racing track and shall drive on the track only in clockwise direction at the speed of 90 km per hour at maximum. No turning or reversing! If a breakdown or accident occurs, the Participant shall stop his/her vehicle on the shoulder and wait until the breakdown truck arrives. No standing or stopping the vehicle on the racing track! No towing! The Participant shall not obstruct traffic on the racing track.
7. The Participant shall adjust his/her driving on the racing track and the driving speed to his/her abilities, the condition of the vehicle, the state of the racing track and current weather conditions. The following provisions of Act No. 361/2000 Coll., the Road Traffic Act, as amended (Road Traffic Rules) also reasonably apply to driving on the racing track: Section 5, Sub-section 1, Letters a) and b), Section 5, Sub-section 2, Letters a) to e), Section 6, Sub-section 1, Letter a), Sub-sections 2 and 3 (basic duties of drivers), Section 9, Sub-section 5 (No side-sitting on motorcycles), Section 11, Sub-section 2, Section 12, Sub-sections 3, 5 and 7 (driving manner), Section 16 (bypassing), Section 17, Sub-sections 2 and 3 (overtaking), Section 19, Sub-section 1 (distances between vehicles), Section 23, Sub-sections 1 and 3 (entering the racing track), Section 26, Sub-sections 1 and 2, Section 27, Sub-section 1, Letters a), b), e), n) and r) (No standing and stopping), Section 30 (indicating a change in driving direction), Section 36, Sub-section 2 (leaving the racing track in case of breakdowns), Section 45, Sub-section 1 (traffic obstructions) and Section 47, Sub-sections 1, 2, 3 and 4 (traffic accidents).
8. The start of driving will be signalled by organizers. The organizers will signal the end of driving by a red flag at the exit from the racing track; the Participant shall then immediately leave the track.
9. The Participant shall always observe the instructions by AMD or the organizers of public driving throughout his/her whole stay on the sports premises of the “Automotodrom Brno – Masarykův okruh” racing circuit.

**Clause III The Participant’s Approval**

* 1. I hereby approve that AMD, as the administrator of data pursuant to Act No. 110/2019 Coll., may process my personal data within the scope hereunder for its own purposes, i.e. for the purpose and in the form of archiving the Instructions on the Rules of Driving on the Racing Track for a period of 5 years.

**Clause IV Final Provisions**

* 1. This Agreement has been drawn up in two identical copies, of which both contracting parties shall receive one copy each.
	2. This parties claim that this Agreement corresponds to their true and free will; in witness whereof, they set their hands hereto.

On the premises of Automotodrom Brno – Masarykův okruh on ……………………….

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

on behalf of Automotodrom Brno, a.s. the Participant