**AGREEMENT ON INDIVIDUAL DRIVING ON RACING TRACK**

concluded according to § 1746, paragraph 2 of the Act No. 89/2012 Coll., of the Civil Code

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, acting by its authorized employee (hereinafter referred to as "AMD")

and

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

**Address: ……………………………………………………………………………………….…………………………….…..……………………………………………….**

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

(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 under the terms of the Agreement at the following times (please tick off):



On date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Participant’s passenger car / motorcycle with the

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

Driving on the racing circuit means driving from the start to the finish line of the racing circuit in a clockwise direction with a duration of 25 minutes. AMD as part of the preventive duty in the sense of § 2900 of the Act No. 89/2012 Coll., of the Civil Code, recommends to the participant a maximum speed limit of 90 km/h. The Participant is not entitled to transfer the rights arising from this contract to a third party. The participant declares that he does not enter into this contract as part of his business activity or for the purpose of arranging a ride for another person.

The Participant declares that he is entitled by virtue of ownership or other right to the vehicle to complete a drive with it, AMD bears no responsibility for the possible falsity of this statement and the resulting consequences. In the event of a violation of the prohibition of assignment of rights from this contract or in the event that the Participant's statement contained in this article turns out to be untrue, the Participant is obliged to pay AMD a contractual fine of CZK 10,000.00 payable within 7 days from the date of delivery of the call for payment . Payment of the contractual penalty does not exclude AMD's claim for damages.

* 1. The Participant undertakes to pay the sum of **CZK 820 including 12% VAT** in cash to AMD for the performance specified in Section 1.1 and rendered by AMD upon the signing of this Agreement. In the event that the participant does not complete the ride for reasons not on AMD's part, this amount is not even partially refundable.
  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**. The participant acknowledges that he is responsible for all damages that he causes to the property or health of AMD and its employees, or to another participant.**
  3. AMD has the right not to allow a participant to ride or to prevent him from continuing to ride if he violates any of the Driving Rules on the race circuit, as defined in Article II. This case of not allowing or preventing a ride is not a breach of this agreement by AMD and the participant does not have any rights or claims against AMD as a result.
  4. Due to bad weather, AMD has the right to cancel any date for the ride, mentioned in paragraph 1.1., or to prevent the participant from riding, and to suggest to the participant that they move or complete the ride at another time. This case of not allowing or preventing a ride is not a breach of this agreement by AMD and the participant does not have any rights or claims against AMD as a result. The parties expressly agree that bad weather is a circumstance excluding liability for the performance or non-performance of this contract according to § 2913 paragraph 2 of the Civil Code (so-called force majeure)

**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 understands and acknowledges that driving is an activity with an increased risk of damage or injury to property or health. The participant takes part in the race track at his own risk and responsibility. The parties agree that AMD does not bear any responsibility for damage or injury to the health or property of the participant or a third party, occurring during the ride, beyond those that cannot be validly waived according to § 2898 of the Civil Code. However, even in these cases, the legal options for releasing AMD from liability (liberation or exculpation) for damage or harm are not affected. Each participant is obliged to act in such a way that there is no damage or injury to health, property, nature or the environment during the ride and to behave respectfully towards other participants of the ride. The participant is fully responsible for damages and injuries caused by him or the vehicle he uses to drive. It is valid that such injuries and damages are caused exclusively by the own actions of the ride participants. In accordance with § 2899 of the Civil Code, the Participant hereby accepts the risk of a victim, consisting of damage or injury to health or property incurred by him or her, occurring during or in connection with the ride. This does not affect the participant's right to claim compensation for damage or harm against another participant or a third party who caused it.
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. 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.
4. Each participant in a car shall use safety belts and a use of a safety helmet is recommended. The passenger must be of legal age when driving in the vehicle. For minors, in order to be admitted as a passenger for a drive in a vehicle, the written consent of a legal representative must be submitted to AMD in advance with a carpool or carpools on a specific date or dates within the ride, as defined in paragraph 1.1. When riding a motorcycle, each participant is required to wear overalls with protectors, riding shoes, gloves and a helmet. The equipment must be designed for riding a motorcycle. It is forbidden to carry a passenger when riding a motorcycle.
5. 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 most such a speed that he is always in full control of the vehicle and does not endanger other circuit users or himself. Turning, reversing and drifting are strictly prohibited. In the event of a breakdown or accident, the participant must park the vehicle on the track verge and wait for the tow truck to arrive. Stopping or standing on the track is prohibited, as is towing vehicles. The participant must not create an obstacle to traffic on the track.
6. 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).
7. The start of driving will be signalled by organizers. The organizers will signal the end of session by a red flag at the end of the circuit; the Participant shall then immediately leave the track. Driving on the track in one session is one-time, it is not possible to exit and re-enter the track.
8. 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 give my consent that AMD, in accordance with the relevant provisions of Act. 110/2019 Coll., on the processing of personal data and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46 /EC (General Regulation on the Protection of Personal Data), for its own needs and for its business, processed my personal data as a data controller as it follows from this contract and also in the form of archiving a document on instructions on the principles of driving on the railway, with inclusion in the database of persons (clients) using the racing circuit for a period of five 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. In proof that this contract corresponds to the true and free will of both contracting parties, they attach their handwritten signature

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

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

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