

Regulations of Ski Slope "OZOLKALNS" Use Agreement

1 GENERAL PROVISIONS

- 1.1 These regulations of ski slope "OZOLKALNS" use agreement shall stipulate the order of using and applying slope "OZOLKALNS" and its adjacent territories (hereinafter – "Slope"), as well as user's rights and obligations. Slope "OZOLKALNS" includes territory of downhill ride area and lifts (see the image, scheme), which is especially facilitated for downhill ride on mountain skis and/or snowboard.
- 1.2 Legal relationship between the Slope user (hereinafter – "User") and the owner (hereinafter – "Owner") shall be stipulated by this agreement (hereinafter – "Agreement"). This Agreement is signed at the moment, when a person purchases lift card-ticket (hereinafter – "Ticket") or in any other legal way acquires the Owner's permission or confirmation to use the Slope.**
- 1.3 Owner shall grant the User permission to use the Slope only in accordance with the regulations of this Agreement.
- 1.4 Slope may be used only by persons, who have purchased a Ticket. Person, who has not received Owner's permission to use the Slope or who has no Ticket shall not have the right to use the Slope. User shall have the right to purchase Ticket for one downhill ride on the Slope to verify the general condition of the slope surfacing.
- 1.5 These regulations shall not be recognized as Owner's offer. Person's actions to purchase a Ticket from the Owner or its authorized person shall be recognized as an offer to sign Agreement on these regulations. But issuing of the Ticket by the Owner or its authorized person to the person shall be recognized as an approval. Owner or its authorized person shall not be obliged to accept the made offer. Neither these regulations, nor other conditions shall be recognized as a warranty or approval that the offer made by the person will be definitely accepted.
- 1.6 User's obligations stipulated within this Agreement and Owner's rights shall be binding and shall refer also to those persons, who are actually using the Slope without a Ticket or before purchasing the Ticket, as well as also after the expiry of it. Using of the Slope shall be recognized as person accepting the regulations of this Agreement and acknowledging them as binding.
- 1.7 The right to use the Slope shall be granted to natural persons, who have reached the age of at least 12 years. Minors till the age of 12 years shall have the right to use the Slope only under direct supervision of adults.
- 1.8 Dogs and other animals shall be prohibited on the Slope, independent of the fact, if they are tied on a leash or wearing a muzzle.

2 AGREEMENT PERIOD OF VALIDITY

- 2.1 From the moment, when a natural person purchases the Ticket, the person shall be considered as the "User" within the meaning of this Agreement and the Agreement, as well as obligations resulting from it shall be binding to this person.
- 2.2 User shall have the right to use the Slope only during the validity of this Agreement.
- 2.3 The validity of the Agreement and along it the rights to use the Slope shall expire after the time provided on the Ticket or after all the rides provided on the Ticket are used.
- 2.4 The validity of the Agreement and along it the rights to use the Slope shall expire, if person's Ticket is annulled due to nonobservance of the regulations of this Agreement.

3 INVENTORY

- 3.1 This Agreement shall grant User the right to use the Slope for downhill ride from the hill on mountain skis or snowboard that are/is equipped with all other parts and devices (such as bindings, boots, ski sticks etc.) (hereinafter – “Inventory”) at their respective places.
- 3.2 To eliminate the risks of injuries of the User or other Users, at the Slope it is allowed to use only such Inventory that is in good technical condition. User must examine the conformity of his Inventory’s technical condition before each downhill ride. If User doubts about the technical condition of his Inventory or has no information about it, User has to address the specialists at the Slope Inventory rental to receive consultation.
- 3.3 Snowboard must be equipped with a safety band that is attached to the snowboard binding and User’s leg.
- 3.4 Regulations of this Agreement shall be binding to all Users, independent of the fact if they use their own Inventory or Inventory rented from the Owner or third persons.
- 3.5 It is prohibited to use sledges, films, cross-country skis and similar devices, as well as other inventory that is not provided in clause 3.1 of the Agreement.

4 USER’S OBLIGATIONS

- 4.1 User shall have the right to use only that part of the mountain for downhill rides on mountain skis or snowboard, that is additionally marked and/or zoned off from the ski lift (hereinafter – “Slope Downhill Area”).
- 4.2 User shall be obliged to observe the regulations of this Agreement, as well as signs and indications on the Slope that are related to the Slope, its use and Inventory. User shall also be obliged to observe the requirements or instructions given by the Owner’s employees, who are additionally dressed or marked in some other way by appropriate sign of identification (hereinafter – “Slope Personnel”) about the Slope, its use and Inventory.
- 4.3 User shall be prohibited to use the Slope under the influence of alcohol, drugs or psychotropic substances.
- 4.4 User shall be prohibited to walk on the Slope Downhill Area and ski lift operation area on foot, except cases to verify the general condition of the slope surfacing and the flow of users. Consumer shall be allowed to reside at the Slope Downhill Area for the abovementioned purpose up to 5 minutes. When verifying the general condition of the slope surfacing and the flow of users, the consumer has to move along the side of the Slope Downhill Area and the User is not allowed to be on the lift track. When walking on foot along the Slope Downhill Area, consumer shall be responsible for its own safety, as well as for the safety of other slope users.
- 4.5 In cases, when the User is forced to move on foot along the Slope Downhill Area to pick up an inventory object that has fallen down (such as a ski, that has slid off the slope resulting from a fall) or in other exceptional cases, User has to move so as to minimize the disturbance to other Users.
- 4.6 User shall be prohibited to stand, sit or lie in the snow in the Slope Downhill Area without any reason, also wearing Inventory that is in good technical condition.

5 DOWNHILL RIDE REGULATIONS

- 5.1 User, who is willing to begin the downhill ride, must pay attention to the Slope to make sure that he does not endanger himself or other Users by beginning to ride.
- 5.2 Although the quality of the Slope snow surfacing is supervised, not always it is possible to operatively state the changes of surfacing quality in all sections of the Slope. Therefore before beginning each ride User is obliged to evaluate the quality and condition of the

Slope snow surfacing at the particular section, as well as location of other persons on the Slope Downhill Area to perform a safe downhill ride according to his skills. User is allowed to begin a downhill ride only after he has made sure about the conformity of the Slope for a safe downhill ride.

- 5.3 When stating nonconformity of the Slope snow surfacing or other conditions that might endanger the Slope users, User shall have to immediately inform the Slope Personnel about it.
- 5.4 User shall be responsible for his chosen riding speed and manoeuvres that do not exceed his mastery and do not endanger other Slope Users. When choosing the riding speed and manoeuvres, User shall be responsible for his health and life.
- 5.5 User is allowed to overtake other User on the right, as well as the left side at the condition that the User, who is being overtaken has enough Slope space to perform manoeuvres.
- 5.6 User shall be obliged to observe the distance from the persons riding in front and to avoid collisions with the persons riding in front. User shall be liable for collision with persons riding in front and for the results of such collisions.
- 5.7 At locations of the slope, where the visibility is obstructed, User is allowed to move at such speed that would allow him to avoid collisions independently of the situation that enters.
- 5.8 User is prohibited to cross the conditioned line that separates the ski lift track from the Slope Downhill Area. This line shall be at least 2 m in horizontal distance from the vertical that joins the ski lift cable with the horizontal plane of the ski lift track.
- 5.9 User is obliged to provide assistance to victims of accidents. User shall have to immediately inform the Slope Personnel about any accidents on the Slope, which upon receiving such information shall organize first medical aid and in case of necessity shall call emergency ambulatory medical service.

6 REGULATIONS FOR USING THE SKI LIFT

6.1 Before lifting:

- 6.1.1 User is obliged to observe the order of the line at the ski lift. It is prohibited to use the ski lift outside the line.
- 6.1.2 It is allowed to attach to and get off from the ski lift only at the appropriate locations. Getting off from the ski lift during lifting is allowed only after special call by the Slope Personnel.
- 6.1.3 User, who is not experienced in using the ski lift, is obliged to inform the Slope Personnel about it at the ski lift.
- 6.1.4 User has to choose as tight and appropriate clothing as possible, so that parts of the ski lift that are provided for moving the User to the hill top – the hook, the holder, the anchor (hereinafter – “Holder/Anchor”) would not get stuck in the clothing or its parts (straps, scarves etc.), when getting off from the ski lift.
- 6.1.5 When two persons lift on an anchor type ski lift, Users must be of similar build. Only one person at a time is allowed to lift on a button type telescopic lift hooks and multi-lift hook-holder.

6.2 At the beginning of lifting:

- 6.2.1 User (skier) must take of the straps of ski sticks, and the sticks must be held in the outer hand of the ski lift. If User lifts on a snowboard, one of the legs must be released from the binding.
- 6.2.2 User must stand right next to the ski lift, but not closer than 0.5 m from it, so that the passing ski lift Holder/Anchor would not hit the User.

- 6.2.3 User must hold the Holder/Anchor with the free hand, pulling himself towards the direction of the movement. When the movement is begun, the free hand must be placed behind the back at the height of waist. The button type telescopic hook must be placed between the legs above the knees.
- 6.2.4 It is prohibited to place the double Holder/Anchor between the legs also in cases, when the User lifts up alone.
- 6.3 During the lifting:
- 6.3.1 User must direct skis or snowboard towards the lifting direction.
- 6.3.2 When lifting on a ski lift straight riding must be observed, eliminating turns and following the lifting track.
- 6.4 Upon ending the lifting:
- 6.4.1 To prevent injuries, as well as damages to User's clothing and Inventory, before getting off of the ski lift User must make sure that the Anchor has not got caught in the clothing or Inventory.
- 6.4.2 User must move back from the Holder/Anchor only after the skis are already on a horizontal surface.
- 6.4.3 User must immediately move away from the getting-off area towards the closest downhill so that the next user of the ski lift would not get injured by the released Holder/Anchor.
- 6.4.4 When getting off from the ski lift, User shall be prohibited to pull the Holder/Anchor to the side or to perform other actions that promote tearing off the ski lift cable or its damages.
- 6.4.5 If the ski lift endangers any of the Slope users, User shall be obliged to turn off the ski lift, by pressing the "STOP" button.

7 USER'S LIABILITY

- 7.1 User shall bear responsibility for damages and losses created due to his actions.
- 7.2 User shall bear responsibility for damages and losses created, when using the Slope due to nonobservance of the regulations of this Agreement, as well as due to incorrect use of the ski lift or nonobservance of the safety regulations.
- 7.3 If User does not observe the significant requirements of this Agreement, the Slope Personnel shall have the right to annul his Ticket and to prohibit User from using the Slope.
- 7.4 In case of loosing the Ticket User shall have no right to renew it.
- 7.5 Security money for electronic Tickets/chips that are damaged during use shall not be refunded.
- 7.6 User shall not have the right to demand refund for the Tickets, if User is not satisfied with the condition of the Slope surfacing or the weather conditions.
- 7.7 Owner shall have the right to prohibit a person from using the Slope, if the person has no Ticket or if the Ticket has expired, including, in case of annulling the Ticket. Owner shall have the right to banish such persons from the Slope.

8 OWNER'S RESPONSIBILITY

- 8.1 Owner shall provide safe service in accordance with the Republic of Latvia regulatory enactments and in accordance with the guidelines of Consumer Rights Protection Centre (CRPC) about the skiing slopes.

- 8.2 Owner shall bear no responsibility for damages and losses created to User that result, if User breaches regulations of this Agreement, as well as due to incorrect use of the ski lift or nonobservance of the safety regulations.
- 8.3 Owner shall bear no responsibility for the damages and thefts of inventory, vehicles and other personal belongings.

9 PROCESSING OF DATA

- 9.1 By this Agreement User grants the Owner or its authorized third person the permission to implement the processing of his personal data to provide the execution of this Agreement, including, to provide safe service.

The legal basis for processing person's data is the Personal Data Protection Law section 7 point 1 (permission of data subject) and section 7 point 2 (data processing results from data subject's contractual liabilities).

- 9.2 By this Agreement User and person, to whom this Agreement refers to shall grant his permission to the Owner or its authorized third person to process his personal data within the form of photo, video and other audio or visual information records. Such data processing shall be implemented to provide the order at the Slope. User and the person, to whom this Agreement refers to, agrees that the Owner provides information about the person collected in such way to other owners of ski slopes, if the person has used the Slope without Owner's approval or against the Owner's restriction, as well as in cases, if the Owner or its authorized persons have annulled the Ticket of such person due to breaching of the Agreement regulations. The legal basis of personal data processing shall be Personal Data Protection Law section 7 point 1 (permission of data subject).
- 9.3 Owner and its authorized third person shall process personal data in accordance with the requirements of Personal Data Protection Law.