REGULATIONS FOR RENTAL OF STARK VARG ELECTRIC MOTORCYCLES WITH TRAINING

ENDURO ZAKOPANE

§1. GENERAL PROVISIONS

1. These Regulations set out the rules for renting and using Stark Varg electric motorcycles and participating in enduro motorcycle training organized by Enduro Zakopane.

2. Before starting the ride, every participant is required to read and accept these Regulations.

3. The participant uses the motorcycle voluntarily and is required to comply with all safety rules and the instructor's instructions.

4. The motorcycle may only be used by the person identified in the rental or training form.

5. The motorcycle may not be handed over to any third party without the express permission of the instructor or organizer.

§2. TRAINING

1. Before riding, the instructor provides training covering, in particular: safety rules, basic operation of the Stark Varg motorcycle, proper use of the motorcycle, basic enduro riding techniques, and rules for riding on the designated route.

2. The participant must follow all instructions and guidance given by the instructor.

3. The instructor has the right to stop the training or refuse further riding if the participant fails to follow instructions, creates a danger to themselves or others, rides in a seriously unsafe manner, or is under the influence of alcohol, drugs or other substances affecting their ability to ride.

4. After the training has been completed, the participant rides the motorcycle independently and makes decisions regarding their riding.

§3. HIGH-RISK SPORT

1. The participant acknowledges that enduro motorcycle riding is a sporting activity involving an elevated level of risk and may involve accidents and injuries.

2. The participant understands that riding may result, among other things, in falling from the motorcycle, bruises, sprains, dislocations, fractures and other bodily injuries.

3. The participant voluntarily chooses to take part in the training and ride the motorcycle and confirms that they are aware of the risks associated with this activity.

4. The participant agrees to assess their own abilities and skills and to ride in a manner appropriate to their level of experience.

§4. PARTICIPANT'S RESPONSIBILITY

1. The participant is responsible for the manner in which they operate the motorcycle and for their own conduct while riding.

2. Before riding, the instructor provides the participant with the necessary information regarding motorcycle operation, safety rules and riding technique.

3. After the instruction has been completed, the participant independently makes decisions regarding the manner in which they operate the motorcycle.

4. The instructor shall not be responsible for consequences resulting from actions or omissions of the participant over which the instructor had no direct control, including in particular: incorrect riding technique, loss of control of the motorcycle, excessive speed, incorrect assessment of an obstacle or terrain conditions, performing maneuvers contrary to the instructor's instructions, and intentional or reckless conduct by the participant.

5. The above provision does not exclude the liability of the organizer or instructor to the extent that such liability cannot be excluded under mandatory applicable law.

§5. CARE OF THE MOTORCYCLE

1. Every participant agrees to take care of the rented motorcycle as if it were their own.

2. The motorcycle must be used in accordance with its intended purpose and the instructions provided by the instructor.

3. Intentional damage to the motorcycle and use in a manner that may cause damage are prohibited.

4. Repairs, modifications or changes to the motorcycle settings may not be carried out without the organizer's permission.

5. The participant must immediately inform the instructor of any malfunction, collision, fall or damage to the motorcycle.

§6. LIABILITY FOR DAMAGE

1. The participant is liable for damage to the motorcycle caused by their fault or improper use of the motorcycle.

2. For damage caused while using the motorcycle up to the amount of PLN 2,000, the person who caused the damage is responsible and shall pay for it.

3. In the event of damage exceeding PLN 2,000, the participant's liability shall be determined based on the actual extent of the damage, the circumstances in which it occurred and applicable law.

4. The amount of damage may be determined on the basis of a service quotation, receipt, invoice or the cost of purchasing the necessary parts.

5. The participant is required to cover the costs of damage caused by their culpable actions or improper use of the motorcycle.

§7. SAFETY RULES

1. The participant must use appropriate protective equipment.

2. During riding, a helmet and protective equipment recommended by the instructor are required.

3. Riding under the influence of alcohol, drugs or other substances that may affect the ability to ride is prohibited.

4. The participant must maintain a safe distance from other people and motorcycles.

5. The participant must adjust their speed to their skills, terrain conditions and the instructor's recommendations.

6. In the event of a malfunction, fall or dangerous situation, the participant should stop and immediately inform the instructor.

§8. TERMINATION OF TRAINING

1. The instructor has the right to immediately stop the ride or training if a danger to the participant, instructor or other persons is identified.

2. Training may also be terminated in the event of a serious breach of these Regulations or failure to follow the instructor's instructions.

3. In the event of intentional or seriously dangerous behavior by the participant, the organizer may refuse to allow the participant to continue using the motorcycle.

§9. PARTICIPANT'S DECLARATION

1. The participant declares that: they have read and accept these Regulations; they have been informed about safe riding rules and operation of the Stark Varg motorcycle; they are aware that

enduro motorcycle riding is a high-risk sport; they are aware of the possibility of an accident or injury while riding; they voluntarily participate in the training and use the motorcycle; they agree to follow the instructor's instructions; they agree to take care of the motorcycle as if it were their own; they are liable for damage caused by them in accordance with these Regulations; and they confirm that their health and physical condition allow them to participate in the training and ride the motorcycle.

§10. FINAL PROVISIONS

1. These Regulations apply to every participant using a Stark Varg motorcycle as part of the Enduro Zakopane rental service or training.

2. Matters not covered by these Regulations shall be governed by applicable law.

3. The participant confirms that they have read and understood these Regulations by signing below.

PARTICIPANT DETAILS

Full name: .....

Phone number: .....

E-mail: .....

Training / rental date: .....

Motorcycle number: .....

Participant's signature: .....

Instructor / organizer's signature: .....

Date: .....

ANNEX — PARENT / LEGAL GUARDIAN CONSENT

FOR A MINOR'S PARTICIPATION IN TRAINING AND RIDING A STARK VARG MOTORCYCLE

I, the undersigned:

Full name of parent / legal guardian: .....

Phone number: .....

Full name of minor: .....

hereby declare that:

1. I am the parent / legal guardian of the above-mentioned minor.

2. I give my consent for the minor to participate in the training and use a Stark Varg electric motorcycle under the supervision of an instructor.

3. I have read the Regulations for Rental of Stark Varg Electric Motorcycles with Training and accept their provisions.

4. I am aware that enduro motorcycle riding is a high-risk sport and may involve accidents or injuries, including bruises, sprains, dislocations, fractures and other bodily injuries.

5. I understand that after the training has been completed, the minor will independently operate the motorcycle and make decisions regarding the manner of riding, within the rules established by the instructor.

6. I undertake to ensure that the minor follows the Regulations and all instructions given by the instructor.

7. I acknowledge the liability rules for damage set out in the Regulations, including the obligation to cover damage caused by the minor in accordance with applicable law.

8. I confirm that I have been informed about the safety rules and risks associated with enduro motorcycle riding.

9. I give my informed and voluntary consent for the minor to participate in the training.

Date: .....

Parent / legal guardian's signature: .....

Instructor / organizer's signature: .....

LANGUAGE VERSION

This English version is provided for convenience. In the event of any discrepancy between the Polish and English versions, the Polish version shall prevail.