

LIABILITY WAIVER

I, the undersigned:

(name and surname, date of birth, telephone number)

hereby confirm, for myself and as the legal representative of the minors listed below, that I am fully familiar with the contents of the Annex to this Liability Waiver. After careful reading, I fully understand the Waiver and the Annex. I therefore fully agree with them and accept them.

I hereby state that I accept the Liability Waiver of the LYNX TRAINING CENTRE (hereinafter: "LYNX Training Centre") for the minor listed below:

Minor:

(name and surname, date of birth)

A: USER CONSENT

I hereby state that my participation in the activities at the LYNX Training Centre is voluntary, of my own volition. I am aware of the potential for increased risk of injury, which may include sprains, fractures, bruises, or in extremely rare cases, serious injuries, including the possibility of disability or death. I undertake to act responsibly and carefully, both towards myself and to the other participants, and to adjust my activities in the LYNX Centre according to my abilities. When unsure whether I can perform a certain activity safely or not, I will not perform the activity. I will also take into account my knowledge, experience, and physical abilities, including my state of health.

I accept all ***Instructions for the Safe Performance of Activities*** from the LYNX Centre manager. I undertake to carefully note all the instructions and to follow them strictly, including the verbal instructions of the LYNX Centre staff. I agree that it is not necessary to directly supervise whether my conduct complies with the instructions. I guarantee that my age-related and health-related details are true and correct. I am not (and will not be in future visits) under the influence of alcohol or other illegal substances, or medicines that affect psychophysical abilities. I have no diseases or physical disabilities that would pose a danger to me or to others during LYNX Centre activities. I am not pregnant. I have no sensory sensitivity problems. After careful consideration of my psychophysical abilities, I accept full responsibility for my actions and their consequences. I know and agree that the LYNX Centre staff can ask anyone to leave the LYNX Centre without reimbursement of the purchase price of the course or package in the following cases:

1. if the person does not follow the instructions/rules of the LYNX Centre staff, even after being verbally warned twice by the staff to comply with the rules/instructions;
2. if the staff finds that the person is under the influence of i) alcohol, or ii) illegal substances, or iii) medicines that visibly affect their ability to perform the activities at the LYNX Centre safely;
3. if the person brings into the LYNX Centre an object, material, or substance that could, according to the staff's assessment, put other people or devices at the LYNX Centre at risk, and if the person does not remove it after being verbally warned to do so by the staff;

4. if the person does not have the proper or prescribed equipment for the safe performance of activities. Minors shall be required to leave the LYNX Centre together with their guardians, parents, or legal representatives.

I agree that the obligations I accepted by signing this Waiver shall apply for all visits to the LYNX Centre for one year after signing, so that it will not be necessary to sign the Waiver before each visit during this period. In the event of any changes in my health or psychophysical state, I undertake to notify the LYNX Centre manager accordingly. If I do not revoke the Waiver on the first visit after the expiry of one year from signing, the Waiver shall apply for an indefinite period, with the possibility of cancellation.

B: INSTRUCTIONS FOR THE SAFE PERFORMANCE OF ACTIVITIES

The Instructions are presented in the form of “house rules” in the area of the LYNX Centre. They shall also be additionally presented by the qualified instructors or their assistants, or other LYNX Centre staff.

C: RESPONSIBILITY OF THE MANAGER

Operator or manager of the LYNX Training Centre: IBS Skupina d.o.o., Tomšičeva cesta 13, 1330 Kočevje, registration number: 3431029000 (hereinafter: “Manager” or “LYNX”). The Manager shall not be liable for any harm suffered by users and visitors, or to their property.

D: VIDEO SURVEILLANCE

In order to ensure the safety of the employees, visitors, and property, and to control entries to and exits from the LYNX Training Centre, the Manager uses video surveillance. The Manager has adopted a decision on the implementation of video surveillance at the LYNX Training Centre, pursuant to Article 75 of the Personal Data Protection Act (ZVOP-1). The personal data filing system includes the image, date and time of the recording, and is protected against access by unauthorised persons. Video recordings are kept from a minimum of 30 days to a maximum of one year for all cameras connected to the recording device. The data is then erased, except for any data relating to injuries.

E: USE OF IMAGES AND VIDEOS

The signatory of the Liability Waiver expressly agrees that the Manager may publicly publish the photographs and videos taken at the LYNX Training Centre, or use them for posts intended to advertise and promote the LYNX Training Centre. The signatory has been made aware that these photographs or videos may also appear on the social networks; Facebook, Instagram, Twitter, Youtube, LinkedIn, or Snapchat, and similar. The signatory expressly agrees not to use any photographs or videos that they themselves make at the LYNX Training Centre for commercial purposes, without the prior written consent of the LYNX Training Centre.

F: WARNING

Only duly completed Liability Waivers are valid. By signing this Liability Waiver, the signatory assumes responsibility for any consequences that may arise from a failure to comply with the safety instructions and verbal warnings of the LYNX Training Centre staff.

I am aware that the use of the devices and the performance of activities at the LYNX Training Centre, in the event of failure to comply with the instructions for the safe use of the devices, increases the risk of injury, which may include sprains, fractures, bruises, or in extremely rare cases, serious injuries, including the possibility of disability or death of the user. On the basis of the signed Liability Waiver, the LYNX Training Centre Manager shall be released from responsibility for any personal injuries sustained by the user or their material possessions, resulting from a failure to comply with the instructions for the safe use and explicit verbal instructions of the LYNX Training Centre staff. The signatory of this Liability Waiver expressly undertakes not to bring any civil action or launch criminal proceedings against the Manager in the event of injury or damage.

Date of adoption of this Waiver:

I accept full responsibility for the truthfulness of the information stated in this Liability Waiver.

(Signature of legal representative) (place, date)