



Kraków, this day of

ACTIVITIES AGREEMENT

at SkakAnka Sports and Education Centre

- 1) Full name of parent/legal guardian:
- 2) Child's full name:
- 3) Child's date of birth:
- 4) Address:
- 5) Phone number:
- 6) E-mail address:
- 7) The agreement was concluded for an indefinite period with three months' notice.

The information statement of parents of the children who shall use the indoor climbing wall at SkakAnka Sports And Education Centre forms an integral part of this agreement.

Detailed terms have been set out in the rules and regulations for activities at SkakAnka Sports And Education Centre forming an appendix to this agreement.

I declare that I have read the rules and regulations of the sports hall and indoor climbing wall at SkakAnka Sports And Education Centre as well as the rules and regulations of SkakAnka sports and education centre, and that I accept the terms and conditions provided herein.

The information statement of parents of the children who will use the indoor climbing wall at SkakAnka Sports And Education Centre forms an integral part of this agreement.

I declare that to the best of my knowledge there are no mental or physical limitations for the person over which I exercise parental authority and guardianship to safely use the services rendered by SkakAnka sports and education centre.

I declare that I give my consent to the storage and processing of personal data of the person over which I exercise parental authority and guardianship, including their image for the performance of this contract as well as for the promotional purposes of SkakAnka Sports And Education Centre pursuant to the provisions of the Act of 29 August, 1997 on Protection of Personal Data ([Dz.U. [Journal of Laws] of 2002, No. 101, item 926 as amended).

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Legible signature

ACTIVITIES RULES AND REGULATIONS at SkakAnka SPORTS AND EDUCATION CENTRE

The Agreement covers the provision by CSE SkakAnka to an Attendee of services which will enable them to use the facilities and sports equipment indispensable for particular activities supporting their all-round development such as gymnastics, climbing, creative classes and others offered by CSE SkakAnka. The classes are conducted under the supervision of an instructor and catered for particular groups of participants formed according to their age and ability.

The rules and regulations constitute a model agreement in accordance with Article 384 of the Civil Code, and stipulate the rights and obligations of the parties to the activity participation agreement at SkakAnka Sports And Education Centre in Kraków.

§ 1. Definitions used in these rules and regulations

1. SkakAnka Sports And Education Centre, hereinafter referred to as "Centre", is a facility located at ul. Fiołkowa 15 in Kraków, which consists of a number of spaces where services on offer are rendered.
2. Agreement is a reference to a participation agreement on all-round development activities as well as gymnastic activities, a climbing participation agreement, a half-day camp participation agreement or a birthday party agreement respectively.
3. Participant is a reference to a person permitted to use the services currently offered by the Centre under the participation agreement on all-round development activities as well as gymnastic activities, the climbing participation agreement, the half-day camp participation agreement or the birthday party agreement signed by the person or their legal representative or guardian. As far as responsibility is concerned, this term shall refer to persons who exercise parental authority and guardianship when the person using the services of the Centre lacks full capacity to perform acts in law.
4. Membership Card (Pass) is a reference to a document confirming identity and entitlement to use a given type of services provided by the Centre.
5. Persons entitled to act on behalf of the Centre – the Owner, Centre Manager and other Staff members within the scope stipulated in the separate agreements.
6. Owner – Anna Korzeniowska-Kacprzak, mailing address: ul. Fiołkowa 15, 31-457 Kraków.
7. Staff is a reference to a manager of the centre, instructors, coaches, animators, receptionists
8. Website - <http://SkakAnka.eu/>

§ 2. Range of services

1. The Centre provides sports and educational services such as all-round development classes, gymnastics classes, climbing activities, half-day camps, birthday parties and other services currently offered online.
2. The offer of the Centre is available at the facility located at ul. Fiołkowa 15 in Kraków and can be presented by our Staff to the interested parties at their request.
3. Participant is entitled to use the services of the Centre under the agreement they have entered into whereas the range of services depends on a membership package (Pass) purchased by the Participant.
4. The facilities used at the Centre satisfy all relevant requirements and our instructors are knowledgeable, experienced and appropriately qualified to conduct optimum and safe training sessions.

§ 3. Participation in activities

1. Participant is a person over 18 years of age who has full legal capacity.
2. The minor who is over 13 years of age and not fully incapacitated can participate in the activities with the written consent of their legal representatives and guardians.
3. Minors who are under 13 years of age can participate solely in the sessions run by the Centre for the minors. They can use the services offered by the Centre solely under the supervision of adult guardians with the exception of the time they were engaged in the activities.
4. A fixed-term contract provides a basis for participating in activities available at the Centre. The rights arising from this agreement are recorded on the Membership Card whereas the range of services depends on a membership package purchased by the Participant and confirmed by the Pass.
5. This agreement enters into force upon signature unless another day has been designated for this purpose.
6. The document confirming the right to participate in the activities conducted by the Centre is the Membership Card (Pass) issued on the day of signing the agreement or as soon as a membership package (Pass) has been paid for.
7. Membership Card (Pass) is valid during the period it has been issued for and is a personal document entitling solely the person named on the Card (Pass) as its holder who produces an adequate photo ID or the statement of a legal guardian to use the services provided by the Centre.
8. The rights which arise from the agreement are of a personal nature and are not transferable without a written consent of the Centre.

9. All available membership options (Passes) are described and published on the website.
10. One Membership Card can include more than one Pass.
11. Every Pass is valid as many weeks as number of reserved classes plus two.
12. Default every Pass has one class per one week.
13. If there are holiday days during the validation of the Pass, the Pass is prolonged of equal period.
14. There is no possibility to prolong the Pass longer than it is written above.
15. The Passes are valid also for the classes during the holidays if there are any.
16. Participants are required to produce the Membership Card (Pass) every time they attend the classes at the Centre.
17. The Staff of the Centre is entitled to verify the personal data of the Participant displayed on their card on the basis of a photo ID as proof of identity or on the basis of the statement issued by a legal guardian. If the Participant does not have the document confirming their identity the Staff may deny access to the premises of the Centre.
18. If the Participant does not have a valid Membership Card (Pass) to use the services of the Centre they are obliged to pay an admission charge.
19. If the Participant is not in possession of the Membership Card (Pass) and the Staff of the Centre is unable to verify whether the agreement has been entered into or not, the Staff has the right to deny access to the Centre services unless the Participant pays an admission charge.
20. The persons entitled to act on behalf of the Centre should be immediately informed about the card being lost, destroyed or damaged. A new Membership Card will be issued as soon as PLN20 relating to issuance fee has been paid.
21. The Centre reserves the right to limit the numbers of Membership Cards (Passes) sold with regard to the quality of services rendered.

§ 4. Rules regarding the use of services at SkakAnka sports and education centre

1. Participants can use the services at the Centre in accordance with the provisions set out in these rules and regulations, rules and regulations of the Centre, sports hall rules and regulations, indoor climbing wall rules and regulations, this signed agreement as well as on the basis of a purchased membership package (Pass) or an admission ticket.
2. Opening hours of the facility are available online and on the premises of the Centre.
3. The Centre is closed on public holidays. The Owner may decide to open the Centre on one of these days making the information available in the Centre or on the website.
4. The Centre may be temporarily closed for necessary renovation or sanitary services and also due to a decision of appropriate authorities, due to force majeure or in other justified cases.
5. If the closure of the Centre is planned, the participants shall be given minimum one days' notice as the information shall be put online and in an easily accessible place at the facility. In the event of an unplanned or sudden facility closure, the participants shall be promptly notified in a way mentioned above.
6. Participants are permitted to use the facilities and equipment only for their intended purpose as long as they abide by these rules and regulations, the Centre rules and regulations as well as appropriate guidelines at the Centre and instructions given orally by the Staff.
7. Participants are obliged to use the exercise equipment with its intended purpose following the manufacturer's instructions and matching a type of physical activities, their intensity with Participants' abilities and health.
8. Using the sports equipment the Participant is required to follow the guidelines and instructions of the Staff.
9. The exercise equipment must be moved and set up for activities in the sports hall under the supervision of an instructor conducting the classes in a safe and careful manner. Any damage done to the equipment and sports facilities must be promptly reported to the instructor conducting the classes. When the activities finish, the exercise and other auxiliary equipment must be returned to the correct storage area.
10. Participants may ask an instructor available at the Centre for the information on use of particular pieces of equipment, on exercise tips matching their needs, abilities and health.
11. Participant has an obligation to inform the Staff of the Centre, mainly instructors, about any contraindications for a given type of exercise, and in particular about diagnosed diseases, pregnancy and injuries.
12. If the participant starts to feel unwell while exercising, they must stop doing the activity and inform the instructor or other Staff member about it.
13. Membership Card (Pass) entitles the holder to use the services which are currently on offer at the Centre available online or at the Centre for a period it has been purchased.
14. Participants who are not Membership Card (Pass) holders are allowed to use the services after paying an admission charge providing there are available places at coached sessions or appropriate conditions for individual activities.
15. Participant declares their intention to join coached sessions by signing up (reservation made) at the reception desk of the Centre in person, by phone or via e-mail.
16. Our coaching programme is updated on a regular basis and is available on our website or at the reception desk of the Centre.

17. Due to a limited number of places available in the groups, registration is accepted on a first-come-first-served basis and type of Pass.
18. Participant is required to inform the Staff of the Centre about their resignation/lack of possibility to participate in a coached session one day prior to the activities. If the Participant fails to inform about their resignation/lack of possibility, an absence fee equivalent to one admission charge shall be deducted from the purchased Pass or paid by the Participant during the next visit to the Centre.
19. The Centre reserves the right to cancel coached activities if there are only three participants enrolled.
20. Participant is supposed to come to the coached session with ample time to get ready for the class.
21. The entry to the sports hall after the class has commenced will be granted only with the permission of the instructor conducting the class. It is required to inform the instructor about leaving the sports hall before the class finishes.
22. Participants must have an appropriate outfit which does not restrict freedom of movement and indoor sports footwear.
23. For security reasons the Participant who fails to adhere to the clothing requirements, in particular does not wear appropriate footwear in the Centre can be asked by the Staff to leave the premises of the Centre.
24. There is a total ban on smoking and drinking alcohol, possessing and taking intoxicants and drugs, being under the influence of alcohol, intoxicants and drugs and bringing dangerous substances, tools and objects including pyrotechnic compositions.
25. It is prohibited to exercise while wearing things which may pose a threat to the Participant themselves or other persons and to chew a gum or eat food while exercising.
26. It is banned to film and make sound recordings on the premises without the permission of the Owner or the Facility Manager.
27. Animals may not be brought into the Centre facility.
28. Participants are supposed to behave properly, keep the facilities tidy and allow other Participants to use the services of the Centre freely. Vulgar language, aggressive behaviour and violence used towards other persons will not be tolerated.
29. Participants are required to keep the changing rooms, shower facilities, toilets tidy by taking care of them.
30. For the safety of all the persons using the services in the Centre and providing the services in the Centre, persons violating the order and these rules for use of services in the Centre, in particular persons who on the premises wear inappropriate clothing and footwear, persons under the influence of alcohol or intoxicants, persons in possession of dangerous substances and tools shall be asked to leave the Centre facilities.

§ 5. Rules for use of changing rooms

1. Participants are required to leave their personal items in the changing rooms equipped with lockers with keys.
2. Valuables i.e. money, documents, mobiles phones, etc should be put in the safety deposit boxes at the reception desk promptly upon arrival at the Centre.
3. Participant obtains a locker key from the reception desk after they produce the Membership Card (Pass). Upon a single visit to the Centre the Participant pays an admission fee for the services of the Centre and leaves their document or PLN10 as a deposit for the locker key.
4. After putting their personal items into the locker the Participant must lock it with proper care. If the locker does not work well, for example the lock is broken, the Participant must promptly report it to the Staff of the Centre.
5. After the class the Participant is responsible for removing all their personal items from the locker.
6. Participants must return the locker key to the reception desk when they leave the Centre.
7. Any lost, damaged or not returned locker key must be replaced at a charge of PLN 50 paid by the Participant.

§ 6. Price list

1. The price list for the services rendered by the Centre is available in the facility and on the website.
2. Participants are liable to pay a charge upfront for a period set out by the Pass which is equivalent to the amount paid for the Membership Card (Pass).
3. The person who is not a Participant but wishes to use the services of the Centre without signing an agreement in accordance with the provisions in paragraph 3 of these rules and regulations, is liable to make an upfront payment.
4. You can pay in cash at the reception desk or make a cashless transaction.
5. In any case of agreement termination payment for prepaid and unused Membership Card / Pass is not returned

§ 7. Termination of agreement

1. The agreement may be terminated by any of the parties on three months' notice effective at the end of the calendar month.

2. The agreement may be terminated with immediate effect by the statement of the Owner or the person authorised by them if the Participant despite one admonition continues to gravely and obstinately breach the rules of order of the Centre or the provisions of these rules and regulations.
3. The agreement may be terminated with immediate effect by the statement of the Participant if the Centre gravely and obstinately breaches the provisions of these rules and regulations.
4. The agreement may be terminated with immediate effect if the Membership Card (Pass) has been returned.
5. In every case of termination of the agreement the Participant is not entitled to claim a refund on their unused Membership Card (Pass).

§ 8. Rules of responsibility

1. The Centre is held liable to the Participants for any personal injury or damage to property due to improper performance or non-performance of the agreement as well as for any damage due to negligent and unlawful actions of the Centre pursuant to the provisions of the Civil Code.
2. Claims for compensation must be submitted in writing at the reception desk or sent by registered mail at ul. Fiołkowa 15, 31-457 Kraków.
3. Participants are liable to repair any damage to the property of the Centre or to the property of another Participant as well as any personal injury due to their action or negligence, and in the case of a minor, their parents or legal guardians are held responsible for the act.
4. The Centre is not held responsible for any personal injury or damage to property caused by the equipment, devices, objects or food and beverages supplied by other entities on the initiative of the Participants or the persons who exercise parental authority and guardianship.
5. The Centre is not held responsible for any items left on the premises.
6. The Centre is not held responsible for any injuries resulting from exercising in the sports hall. Sports hall users work out on their own responsibility.

§ 9. Changes to rules and regulations

1. Any changes to these rules and regulations must be made in writing and put online and in an easily accessible place at the facility in order to keep the Participants informed about the changes made.
2. In the event of changes to the rules and regulations, Participants have the right to terminate the agreement without notice by filing a written declaration of intent stating that the reason for the termination of the agreement is due to the fact that the changes to the rules and regulations have been introduced.
3. The declaration of intent to terminate the agreement may be submitted within 14 days of the date of giving the information on changes to the rules and regulations. If the period elapses without any response from the Participant, it is presumed that they have accepted the changes to the rules and regulations.

§ 10. Final provisions

1. The rules and regulations form an appendix to the agreement on use of services of the Centre.
2. Personal data provided in relation to the conclusion and performance of the agreement shall be processed by the Centre solely in order to perform this agreement and also for the promotion of the Centre in accordance with the Act of 29 August, 1997 on Personal Data Protection.
3. To ensure the highest quality of services and safety the facilities of the Centre may be monitored. The footage may be used solely for safety reasons and protection of persons and property of the Centre.
4. Any remarks concerning the work of the Centre facilities and the Staff, complaints about the quality of services rendered and other complaints and petitions may be submitted by Participants in writing either at the reception desk of the Centre, via mail or e-mail.
5. Invoices are issued at the Participant's request within 7 days of the date when the Membership Card (Pass) or a single admission fee was paid or of the date when the service was rendered upon production of the receipt.
6. In matters not provided for by these rules and regulations the provisions of the Civil Code shall apply accordingly.

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