

## Operating Rules – Scooter and Off-road Rental

TMR Ještěd a.s., ID No.: 06080413, with its registered office at Jablonecká 41/27, 460 05 Liberec, is the operator of the scooter rental service at the Skiareál Ještěd resort. These Operating Rules govern the legal relationship between the operator (lessor) and the customer (lessee). The customer uses the scooter(s) whose acceptance has been confirmed by their signature in the **BINDING SERVICE ORDER – RENTAL OF OFF-ROAD OR ROAD SCOOTER** or in another **Binding Service Order**.

### Requirements for Scooter Rental and Responsibility for Use:

1. To rent a scooter, the lessee must pay the agreed rental fee in advance according to the current price list.
2. The scooter may be rented only upon presentation of at least one of the following documents: a valid ID card, a valid passport, or another valid identification document (e.g., driving licence) clearly identifying the lessee.
3. The lessee must be at least 18 years of age. In the case of a younger user, the scooter may be rented only under the responsibility of an accompanying person aged 18 or older, who must present valid identification.
4. The lessee is obliged to check the technical condition of the scooter at the time of handover and at the start of the ride. Later complaints will not be considered.
5. Upon handover, the lessor shall instruct the lessee on the basic handling of the scooter, proper riding technique, and adherence to the agreed rental time (see clause 6).
6. The lessee must adhere to the selected rental time:
  - **FUN TICKET – 2.5 hours (8:30 AM – 5:00 PM):** 1 ride by chairlift + 1 scooter rental for 2.5 hours
  - **SCOOTER ONLY – HORNÍ SKALKA (9:00 AM – 4:00 PM):** 1 rental for 2.5 hours
  - **SCOOTER ONLY – JEŠTĚD TRANSMITTER (9:30 AM – 4:30 PM):** 1 rental for 30 minutes
7. If the rental time is exceeded, the lessee agrees to pay the following contractual penalty:
  - **Adult: CZK 190 per scooter returned after the agreed time**
  - **Junior/Senior: CZK 190 per scooter returned after the agreed time**
  - **Child: CZK 190 per scooter returned after the agreed time**
8. Upon signing the agreement, the lessee assumes full responsibility for the scooter until it is returned.
9. Riding a scooter is at the lessee's own risk. The lessor accepts no liability for damages caused by the lessee, damage to the lessee's property or that of third parties, or personal injury during the rental period. The lessor is not liable for any damages if these Operating Rules or applicable legal regulations are violated. The lessee is solely responsible for damages arising from overestimating their own physical or technical abilities.
10. It is strongly recommended that lessees use marked tourist trails, ideally those recommended by the lessor.
  - Road scooters: use on public roads – marked **orange** trail
  - Off-road scooters: use on public roads and forest paths – marked **orange, red, blue, and green** trails
11. The lessee is required to read and comply with these Operating Rules before renting a scooter. This is confirmed by signing the Binding Order, which includes identification details of both parties, the rental duration, and the agreed price. By signing, the lessee confirms awareness and acceptance of these rules. Breach of these rules may be deemed a material breach of contract, leading to immediate termination.
12. If the lessee rents multiple scooters (e.g., for persons under 18), they accept full responsibility for all scooters and accessories listed in the signed agreement, as well as for the actions of the underage users.

13. Each scooter is intended for one person only. The lessee acknowledges the weight limit of 120 kg per adult scooter and 70 kg per children's scooter. The lessee must ensure this limit is not exceeded and is liable for any resulting damage.
14. Lending the scooter to any third party not listed in the contract is strictly prohibited.
15. The lessee must follow applicable legal regulations, especially the Road Traffic Act. Persons under 18 are legally required to wear a properly fastened helmet. Parents/legal guardians are fully responsible for their children, even if not riding directly with them.
16. The lessee must comply with all applicable traffic regulations and is liable for any damages caused by failure to do so, including collisions or damage to the scooter. The lessee covers all repair costs caused by such breaches. In the event of an accident involving damage to property or injury to third parties, the lessee bears full responsibility and must immediately inform the lessor.
17. In the event of theft, the lessee must compensate the lessor for the current value of the scooter as per the manufacturer's price list.
18. In case of damage, loss, or theft of the scooter, the lessee must immediately notify the lessor at +420 737 222 499 and the Police of the Czech Republic at 158. In the event of loss or theft, the lessee is required to pay the full price of the scooter according to the manufacturer's price list. The lessee must pay any repair costs within ten days of receiving the invoice and payment request.
19. The consumption of alcohol, use of drugs, and smoking are strictly prohibited while using the scooter.
20. In case of failure to return the scooter on time, the lessee must pay the contractual penalty specified in the Order.
21. The lessee must return the scooter(s) in the same condition as received, considering normal wear and tear.

In Liberec, on 4 June 2025  
**Tomáš Dušek, Motion Manager**