

RULES AND REGULATION OF THE FITPARK WATER PARK CLUB

I. GENERAL PROVISIONS

1. These regulations (hereafter: “**Regulations**”) define the rules of using the services of the Training Club FitPark Water Park in Krakow, ul. Dobrego Pasterza 126, 31-416 Kraków (hereafter: “**Club**”).
2. The entity managing the Club and the Controller of personal data of the Club’s Customers is Park Wodny w Krakowie SA based in Krakow, address: ul. Dobrego Pasterza 126, 31-416 Kraków, National Court Register (KRS): 0000299207, Tax identification number (NIP): 945-19-58-299 (hereafter: “**Water Park**”).
3. The opening hours of the Club and the timetable are included in a separate Schedule. The Club reserves the right to cancel selected activities due to technical reasons or other significant circumstances, of which it shall individually inform Customers.
4. Using the services of the Club shall be possible only after familiarising oneself with the Rules and confirming with a handwritten signature the obligation to observe thereof. In the event of using the services of the Club based on Club Partner Cards accepted by the Water Park, the Customer shall be obliged to additionally observe the rules applicable at those Partners’ facilities.
5. Persons using the services of the Club are required to additionally observe other internal regulations applicable in the area of the Water Park in Krakow, in particular the Rules and Regulations of the Water Park in Krakow (available at www.ParkWodny.pl).
6. Persons under 18 years of age may use the services of the Club only based on a valid consent of a parent or legal guardian.
7. The fee for entering the Club is defined in the Price-list, available on the website at the following address www.parkwodny.pl/fitpark, and at the Reception.
8. Customers may use the services of the club based on:
 - a) A single entry ticket or a package of single entry ticket;
 - b) The FitPark Club Card;
 - c) Club Partner Cards, accepted by the Water Park (the list of Partners is available at www.ParkWodny.pl/fitpark); or
 - d) A single entry free of charge as a guest / new Customer (based on terms defined in item II of the Regulations).
9. Every person who wants to use the services of the Club shall provide the Water Park with personal data required for registration: first name, surname, and address. This data is required to verify the Customer’s rights to use the services of the Club, to identify the Customer, or in connection with the requirements for the Club to ensure safety and order at the Club’s premises during the performance of services by the Club – pursuant to Article 6.1.b) and c) o GDPR. Registered data along with information about the time and scope of provided services shall be stored for 12 months from the Customer’s last visit, to secure the Club’s legally justified interest i.e. to determine, assert to defend against claims – pursuant to Article 6.1.f) of the GDR, following which the data shall be automatically removed.

II. GUEST / NEW CUSTOMER STATUS

1. Status of a Guest / New Customer, which entitles to a single entry free of charge to the Club is granted to a person, who has not used the Club’s services during the last 12 months.
2. To be able to use the gratuitous entry to the Club as a Guest/ New Customer, it is required for the Club to register the Customer’s personal data (first name, surname, and address) to verify meeting the criteria of the Guest / New Customer status pursuant to Article 6.1.b) of the GDPR. Data shall be automatically removed upon the expiry of 12 months from the Customer’s last visit at the Club.

III. FitPark CLUB CARDS

1. The Club offers its Customers a possibility to purchase FitPark Club Cards.
2. The FitPark Club Card entitles to use the services of the Club within the selected quantity or time-related range. Holders of FitPark Club Cards shall also be able to take advantage of additional promotions (published in the newsletter section on: www.ParkWodny.pl/fitpark).
3. The principles of using FitPark Club Cards:
 - a) the FitPark Club Card is registered and personal, and may not be transferred to other persons.
 - b) the Concessionary FitPark Club Card appertains to pupils and students up to 26 years of age and to pensioners and disabled pensioners upon producing a valid ID card.
 - c) in the event of loss or destruction of a FitPark card, it is possible to obtain a duplicate. The cost of the duplicate shall be PLN 10.
 - d) The Park Club Card authorises to use the Club’s services for the period of its being valid.

IV. ENTRY AND STAYING IN THE CLUB PREMISES

1. On the premises of the Club, it shall be forbidden to:
 - a) carry in and consume alcoholic drinks as well as to enter the Club under the influence of alcohol,
 - b) smoke,
 - c) use intoxicants and psychotropic drugs, including narcotics and steroids, as well as to enter the Club under the influence of such substances,
 - d) carry in animals,
 - e) trade or do sales canvassing,
 - f) stick and leave advertisements,
 - g) carry in drinks in glass or open containers.
 - h) Immoral behaviour.
2. A Customer wishing to use the Club’s services, he/she shall be obliged to produce, at the request of an employee at the Reception desk or box office of the swimming hall, an ID card together with a Card/pass in order to enable the verification of authorisation to enter.
3. Upon issuance of a locker key, Customers who use Cards may be asked by a Receptionist to leave the FitPark Club Card or a Partner Card authorizing to use the Club, at the Reception.
4. If a locker key has been lost, the Customer shall be obliged to cover the costs associated with fitting a new lock.

5. The Club shall not be liable for the items being the property of a Customer and left unattended, including for loss thereof or damage thereto, unless it has occurred at the fault of the Club. During his/her stay at the Club, the Customer shall be obligated to store his/her items in the provided locker, whereas valuables should be deposited in deposit envelopes at the Reception desk of the Club.
6. A Customer shall be liable for any damage caused by him/her on the premises of the Club, in particular for damage to the Club's property. Until discharging liabilities arising therefrom, the Club may suspend the possibility of using the services of the Club by the Customer.
7. At the Club, personal hygiene and cleanliness should be maintained.

V. PRINCIPLES OF PARTICIPATION IN ACTIVITIES AND TRAINING AT THE CLUB

1. Upon signature confirming familiarising oneself with these Rules, a Customer declares that there are no contraindications to his/her taking physical exercise, and in this regard he/she participates in the activities on his/her own responsibility; in particular the Club shall not be liable for health consequences of using the equipment and services of the Club by the Customer resulting from his/her individual fitness level or state of health.
2. At the Club, one should use sports wear and footwear (clean, replaceable, suitable for a specific type of exercise).
3. It is forbidden to enter the gym in flip-flops and barefoot.
4. Due to the safety and protection of health, during activities and training, it is forbidden to:
 - a) use mobile phones,
 - b) chew gum.
5. In order to make the most of the Club's offer with regard to an individual profile of activities and training, one should consult a training instructor.
6. The Club shall not be liable for the effects of improper use of the Club's equipment and services or failure to follow the guidelines or instructions of the Club's staff. In the case of giving up an instructor's recommendations, a Customer should make a written statement that he/she shall be fully responsible for his/her state of health in doing exercise. However, a training instructor may interfere if he/she finds improper doing of exercise which threaten the health and safety of bystanders. A trainer's interference may also take place in the event of finding a threat to training equipment or improper use thereof.

VI. GROUP ACTIVITIES WITH AN INSTRUCTOR (SPORTS HALLS, SWIMMING HALL, GYM)

1. Customers can make reservations to participate in group activities in advance, one week at the earliest. In the case of a resignation from participation, the Customer shall be obligated to cancel a booking. The participation in group activities shall be logged 5 minutes in advance of the start of the activities, whereas in the case of aqua aerobics it shall be 10 minutes in advance.
2. In the case of malaise, an injury or other health problems before engaging in activities or during them, the participant should inform a training instructor about that.
3. Due to safety and health protection, it is forbidden to join a group during activities or leave without a justified reason before they end. The necessity of leaving the activities earlier should be reported to an instructor.

VII. GYM

1. Gym training may be taken up by persons over 16, save for organised group training dedicated to children and youth organized by the Club at the gym.
2. The Club reserves the right to book a selected part of the gym for conducting organised group training.
3. Due to the fact that it is necessary to regulate the movement of Customers, there is a limit on loggings onto the gym. If a number of stays in a given hour has exceeded a set limit, the possibility of logging on to the gym shall be blocked until places have been vacated, what may lengthen waiting for an entrance.
4. It is forbidden to do exercise in a manner dangerous to persons being on the premises of the gym.
5. The equipment and devices should be used in accordance with their purpose and instructions of training instructors.
6. The Club shall not be liable for any bodily harm caused by improper use of devices located in the Club.
7. During exercise one should put a towel on seats and/or backs of devices at the gym and on mats during exercise in halls.
8. After the end of given exercise one should put equipment back into an indicted place and clean a device with a liquid disinfectant.

VIII. PRINCIPLES OF USING THE SAUNA AND OTHER ATTRACTIONS, OR OF ENGAGING IN ACTIVITIES IN THE WATER PARK FACILITY

In the case of use of the sauna and other attractions on the premises of the Water Park or the FitPark Club, a Customer shall be obligated to familiarise himself/herself with and follow internal Rules and instructions.

IX. PERSONAL DATA

1. In execution of the information obligation pursuant to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR), the Water Park shall provide the Customers of the Club with its privacy policy in printed version available at the Club Reception, the Swimming Pool Information, and at www.parkwodny/fitpark.
2. The privacy policy of the Water Park in Krakow, referred to in item 1 includes information on the rules of processing personal data of Customers of the Water Park in Krakow, and the rights of data subjects. In particular, Customers of the Club shall be entitled to:
 - a) Access their data, correct wrong data or supplement incomplete data;
 - b) Remove data;
 - c) Request limited processing and data transfer – in justified circumstances;
 - d) Raise an objection against data processing if the basis for data processing is a legally justified interest of the Controller (Article 6.1.f GDPR);
 - e) Withdraw consent for processing, if processing is performed based on a consent, whereas such withdrawal shall not affect the compliance of processing before the withdrawal;
 - f) The right to file a complaint with a regulatory authority (the President of Competition and Consumer Protection).
3. In case of any questions or comments regarding personal data processing please contact the Water Park personal data protection inspector: e-mail: inspektor@parkwodny.pl.

X. FINAL PROVISIONS

1. In the case of failure to observe the Rules or regulations of the Water Park in Kraków, in particular those contained in the Water Park Rules, the Club may turn a Customer out of activities and/or request such person to leave the group and the premises. .
2. The procedure for investigating complaints filed with Park Wodny Kraków SA by individual customers (Consumers) shall be available at the Club's Reception Desk.
3. Regulations shall apply from 1 April. 2019.
4. The Water Park hereby reserves the right to make changes to Rules. Any amendments to the Rules shall be introduced in accordance with the provisions of law applicable in this regard and made available to Customers.

I declare that I acknowledge and have become acquainted with the Rules of the FitPark Water Park Club, and confirm that the Park Wodny w Krakowie S.A. notified me about the information obligation as per the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

DATE AND SIGNATURE:

I give up the help of a trainer during exercise at the FitPark Water Park, taking full responsibility for my state of health in doing exercise not consulted and not agreed with a trainer.

Date and signature _____