

INFORMED CONSENT AND DECLARATION ON THE USE OF THE IMOLA AUTODROME FUNCTIONAL POLE

On the day(s) _____
the undersigned (surname) _____ (name) _____
born in _____ state _____ date ____ / ____ / ____
resident in _____ state _____
street _____ n. _____ ZIP code _____
telephone _____ e-mail _____
in possession of driving license cat. _____ n. _____ issued on ____ / ____ / ____
by the prefecture / DMV _____ expiring on ____ / ____ / ____

DECLARES

1. to have examined the current state of the Racetrack, the equipment and the technical support services present at the Autodrome, including the safety measures applied, and to have verified the perfect state and conformity to its requirements, and therefore to relieve himself, his successors and assigns in any capacity, Formula Imola S.p.A. as manager, Con.Ami, as concessionaire of the Enzo and Dino Ferrari International Autodrome Functional Pole, the Municipality of Imola, as owner, and Gear Srl as organizer, from any consequence that may arise from the activity undertaken including accidents and/or incidents that may be caused by the state of the Racetrack, equipment and services;
2. to have read the provisions contained in the General Regulations of the Racetrack, which is an integral part of this letter, the contents of which is shared and found posted on the Paddock notice board and on the website www.autodromoimola.it, in particular to know, the rules and precautions to be observed by the users of the Racetrack, to accept them all unconditionally and to undertake to observe them;
3. to be in perfect physical and mental health, not use substances (i.e. alcohol, narcotics, drugs, etc.) that may in any way impair or alter his/her efficiency, and that he/she is in possession of a valid medical certificate attesting to his/her physical fitness in line with the provisions of DM Salute of April 24, 2013 and art.42 bis dd.l. June 21, 2013 n. 69, and therefore to release Formula Imola S.p.A., Gear Srl, Con.Ami and the Municipality of Imola from any liability for any physical problems that may arise during the activities;
4. to be in possession of a valid license and/or driving license and to have adequate information and training of the specific risks of the activity undertaken on the Racetrack;
5. to have a vehicle perfectly suitable for the activity he/she intends to carry out and to undertake to wear suitable technical clothing and protections while on the Racetrack;
6. to undertake not to allow any other person to circulate inside the Racetrack with the above-mentioned vehicle, assuming as of now all responsibilities and any sanctions, civil, administrative or criminal resulting from the failure to comply with this rule;
7. to undertake to make the first few laps at low speed and with caution for the sole purpose of a reconnaissance of the Racetrack, declaring as of now that the continuation of the trial beyond the reconnaissance laps constitutes tacit confirmation that he/she is perfectly familiar with the course and is aware of its technical difficulties, that he/she actually wants to carry out the activity and is capable of carrying it out;
8. to have adequate personal insurance coverage against all risks (including the risks of death and partial or total permanent disability) and third-party liability insurance, which provide for the waiver of recourse under Article 1916 of the Civil Code;
9. to be aware of the noise limitations contained in Law No. 447/1995, Presidential Decree No. 304/2001 and the provisions contained in the Acoustic Classification Plan of the Municipality of Imola (available at <http://trasparenza.nuovocircondarioimolese.it/imola/amministrazione-trasparente/pianificazione-e-governo-del-territorio/nuova-pianificazione-adottata-psc-rue-ca/approvazione>), to authorize that the vehicle used to be subjected to a check on the actual noise emissions produced and to be aware of, and accept, a fixed emissions monitoring system that measures the Leq (A) for each hour of activity, the daily average of the period from 9.00 to 18.30 and from the period from 06.00 to 22.00, and a dynamic system that measures emissions; and that, in the event of exceeding the limit values or the detection of a tendency to exceed them, Formula Imola S.p.A. is recognized the right to suspend and/or interrupt the activity in progress without having to pay any compensation and/or damages;
10. to use the Racetrack at their own risk and peril and to be fully aware of the risks to their own and others' physical safety — and to expressly and knowingly accept them — connected with the practice of the activity, also with reference to the simultaneous presence of other users of the Track, and with such awareness to carry out the activity at their own and exclusive risk, expressly declaring — in other words, and for all legal purposes — to give their explicit consent to the exercise of such activity under their own responsibility and that such exercise is consistent with their own abilities, experience and/or knowledge. In this regard, they declare that they are aware of and accept the presence on the Track of other Drivers of vehicles, whose behavior may represent a source of risk and whose liability, in such case, cannot in any way be attributed to Formula Imola S.p.A., Con.Ami, the Municipality of Imola, or Gear S.r.l.
11. to maintain on the Track correct, fair, and responsible behavior towards the other Drivers and the appointed staff, and furthermore to comply with the signals given by the track marshals, under penalty of immediate exclusion from the day's activities, which may be unappealably decided by Formula Imola S.p.A.;
12. to be fully aware that:
 - it is strictly forbidden to reverse direction or drive against the prescribed course; it is also forbidden to stop or remain stationary on the Track. In case of a forced stop, the vehicle or motorcycle must be pushed onto the side lanes or to the edge of the Track, in any case outside the trajectories of other possible users. In such case, the Driver is required to facilitate the removal of the vehicle by assisting the track marshals or, when unable, by immediately signaling the obstacle;
 - should an obstacle of any kind be noticed, or should the Track conditions be deemed unsuitable for the session being carried out, the Driver must immediately inform the nearest safety or rescue officer. Failure to notify the appointed staff will be considered as implicit approval of the proper condition of the facility;
 - it is forbidden to refuel or carry out repairs on the Track, and likewise it is strictly prohibited to cross the Track on foot, with a vehicle or motorcycle, except at the times expressly permitted and regulated;
 - on the Track it is strictly forbidden to perform any kind of stunt or maneuver with one's vehicle that could create danger to oneself or to other users. Offenders will be immediately instructed to return to the pits and may subsequently be excluded from participating in future practice sessions and, more generally, from using the Track in the future.

13. to raise, to the fullest extent, for him/herself, his/her successors and assigns in any capacity, Formula Imola S.p.A, Gear Srl, the Con.Ami and the Municipality of Imola from any consequence that may derive to them - none excluded, and with respect to both the undersigned and any third party - from accidents and incidents and from the activities consequent to the same (by way of example only: vehicle recovery, fire extinguishing, rescue activities, etc.), and to relieve in any case, to the fullest extent, for him/herself and his/her successors or assigns in any capacity, Formula Imola S.p.A, Gear Srl, the Con.Ami and the Municipality of Imola, the staff employed by the Autodrome or in any case members of the organization, and including any employee and/or person designated by them for the performance of duties or functions at the Autodrome and/or for the purposes of carrying out the activities, with respect to any obligation to pay sums of any kind by way of compensation for damages, indemnities, reimbursements, etc. - and both with respect to the undersigned and to any third party - in the event of any injury and/or accident and the activities consequent to the same, whatever the duration, outcome and consequences of the same, which may occur during the activity, and this whatever the cause of the injury, event and/or accident - including force majeure and fortuitous events - , whoever may be attributable, including Formula Imola S.p.A, Gear, Srl, the Con.Ami and the Municipality of Imola, their respective organizations, supervisors and employees all, and, in general, any other party involved, also due to negligence, and even if occurring or caused during the activities resulting from the accident, event and/or claim;
14. to be aware of and to undertake to comply with the prohibition (Art. 8.2 of the General Regulations of the Enzo and Dino Ferrari International Circuit of Imola) against leaving within the Circuit any waste, including special waste such as, by way of example: tires, batteries, containers with oil/fuel, vehicle parts in general, etc. Any materials to be disposed of must be correctly disposed of at one's own care and expense.
In the event of non-compliance, the obligation arises to reimburse Formula Imola S.p.A. for the disposal costs. Furthermore, Formula Imola S.p.A. reserves the right to report the matter to the competent control authorities, as well as the right of recourse against the responsible party or the party to whom temporary use of the Circuit has been granted, should it be held liable for payment of any sanction as a result of such conduct.
15. that he/she is fully and exclusively responsible for compensation for any damage caused, directly or indirectly, to the structures of the Circuit, to other Drivers, their vehicles and their property, to third parties - none excluded, whether spectators, people transported, companions, people however carrying out any activity and also on their behalf in the Circuit (photographers, press officers, journalists, exercising commercial and/or professional activities, etc.) or members of the organization, and including any employee and/or person designated by them for the performance of duties or functions at the Autodrome and/or for the purposes of carrying out the activities (by way of non-exhaustive example only: course attendants, fire-fighting service attendants, doctors and health personnel, photographers, press officers, journalists, etc.) - and to their property, and to relieve now and for then, in the broadest way, for him/herself, his/her successors and assigns in any capacity, from any and all responsibility regarding the event Formula Imola S.p.A, Gear Srl, the Con.Ami and the Municipality of Imola, as well as holding them harmless from any claim for damages that may be made to them by third parties and their successors in title for the above causes as well as in any case to undertake to indemnify them for all expenses and charges that they may have to incur for any reason in the interest of the undersigned;
16. to be aware of the fact that the parking lots and Paddocks located inside the Autodrome are unattended and therefore to relieve Formula Imola S.p.A., Gear Srl, Con.Ami and the Municipality of Imola from any responsibility for theft, damage and/or loss of goods and materials left in storage at the Autodrome;
17. to accept, without raising exceptions or requests for compensation or indemnity that Formula Imola S.p.A. and Gear Srl, in case of necessity or at its sole discretion, may modify, suppress, interrupt or suspend, even during the trials, the use of the Racetrack and its facilities;
18. that the activity carried out is of the following nature (please cross out the type of activity):
 - competitive sporting activity;
 - non-competitive sporting activity;
 - non-organized recreational activity;
 - work-related activity;
and, where required, undertakes to provide Formula Imola S.p.A. with a copy of their medical certificate of physical fitness;
19. By signing this contract, the customer declares to have read the information on the processing of personal data pursuant to European Regulation 679/2016 and Legislative Decree 196/2003 as amended by Legislative Decree 101/2018. The full information on the processing of personal data follows this document and is in any case always available with relevant updates on the website <https://www.autodromoimola.it/>

(Signature)

The undersigned specifically approves, pursuant to Articles 1341 and 1342 of the Italian Civil Code, the following clauses:
1) track conditions and safety; 2) general circuit regulations; 3) Covid-19 regulations; 4) health status and medical fitness certification; 5) license or driving entitlement; 6) vehicle efficiency; 7) vehicle liability; 8) acknowledgement and confirmation of activity; 9) third party liability insurance policy (RCT); 10) noise regulations; 11) physical risks and exercise of the activity; 12) conduct on Track; 13) specific track requirements; 14) liability waivers; 15) indemnities; 16) parking; 17) cancellation, interruption, and suspension of activities; 18) activity characteristics; 19) privacy notice pursuant to EU Regulation 679/2016 (GDPR).

(Signature)

INFORMATION NOTICE ON THE PROCESSING OF PERSONAL DATA

Formula Imola S.p.A, as Data Controller of personal data in accordance with art. 4 and art. 13 of the EU Regulation 2016/679 informs you that it will process your personal data manually and/or with the support of computerised means for the purposes indicated below.

Data Controller and DPO (Data Protection Officer)

The Data Controller is Formula Imola S.p.A., based in 40026 - Imola (BO), Piazza Ayrton Senna da Silva n. 1, P.I. 02823951203, certified e-mail: info@pec.autodromoilola.it.

The data controller has appointed a DPO (Data Protection Officer), Avv. Chiara Ciccia Romito contactable at the e-mail address dpo@autodromoilola.it.

Type of data processed

The personal data being processed are identification data (i.e. first name, last name), contact data (i.e. address and place of residence, telephone and personal email), and data related to the possession of the driver's license, issuing body and expiration date.

Purpose of processing

The personal data you provide will be processed for purposes related to:

1. the performance of activities of the following nature: competitive sports; non-competitive sports; non-organized recreational; and occupational; within the Imola Autodrome Functional Pole;
2. the fulfillment of legal obligations under tax and fiscal regulations;
3. the sending, by means of paper and/or digital instruments, of promotional material, advertising, surveys regarding the activity of the Autodrome and for communication and transmission to our business partners.

Legal nature of the conferment

The conferment of data by the interested party for the pursuit of the purposes referred to in points 1) and 2) is mandatory; while the conferment of data for the purpose referred to in point 3) is optional, however, in the event of failure to confer, the owner will be unable to follow up on the processing operations related to this purpose.

Legal basis of the processing

The legal basis of the processing for the purpose referred to in point 1) is found in the adoption of pre-contractual measures at the request of the data subject pursuant to Art. 6 letter b) of the EU Reg. 679/2016; the legal basis of the processing for the purpose referred to in point 2) is represented by the fulfillment of a legal obligation pursuant to Art. 6 letter. c) of the EU Reg. 679/2016; the legal basis of the processing for the purposes referred to in point 3) is found in the consent expressly given by the data subject, revocable at any time, as provided by Art. 6 letter a) of the EU Reg. 679/2016.

Categories of recipients of personal data

The processed data will not be disclosed to third parties. Recipients of the acquired data may however be, in addition to the data controller:

- entities, professionals, companies or other structures entrusted by us with the processing related to the fulfillment of administrative, accounting and management obligations related to the ordinary course of our economic activity;
- public authorities and administrations for the purposes related to the fulfillment of legal obligations or to the subjects entitled to access them by virtue of provisions of the law, regulations, EU regulations;
- banks, financial institutions or other entities to which the transfer of the aforementioned data is necessary for the performance of our company's activities in relation to the fulfillment our contractual obligations towards you;
- business partners carrying out activities closely connected and/or complementary to the services offered and/or made available by Formula Imola S.p.a, such as suppliers of furnishings, suppliers of hotel facilities and suppliers of technical facilities.

The list of data processors is available upon request.

Methods of data collection and retention times

The personal data collected will be processed in accordance with the principles of lawfulness, fairness and transparency and in any case in such a way as to ensure their security and maximum confidentiality. Your data will be stored in a form that allows for their identification for a period of time not exceeding the achievement of the purposes for which the data were collected. Personal data collected for the purposes mentioned in point 1) will therefore be kept for as long as necessary for the pursuit of the legitimate interest of the owner and in any case always in compliance with the principle of limitation. Data strictly necessary for tax and accounting purposes, the purpose for which they were collected having ceased to exist, will be kept for a period of 10 years as stipulated in Article 2220 of the Civil Code. Personal data collected for the purposes referred to in point 3) will be processed for the time strictly necessary for the pursuit of the purposes, in any case not more than 24 months, and/or until there is an express revocation of consent by the person concerned.

Transfer of data

The Data Controller does not transfer personal data to third countries or international organizations.

Rights of the data subject

Pursuant to Articles 15 - 22 of the Regulation, we inform you that with regard to the processing of your personal data, you may exercise your rights: right of access to personal data; right to rectification and integration of personal data; right to erasure of data ("right to be forgotten"); right to restriction of processing; right to lodge a complaint with the Guarantor for the Protection of Personal Data, following the procedures and directions published on the official website of the Authority www.garanteprivacy.it; right to data portability; right not to be subjected to a decision based solely on automated processing, including profiling; right to withdraw consent at any time.

The exercise of the rights is not subject to any formal constraints and is free of charge.

Methods of exercising rights

The interested party may exercise rights at any time by sending:

- a registered letter with return receipt to Formula Imola S.p.a 40026 - Imola (BO), Piazza Ayrton Senna da Silva;
- an e-mail to the certified e-mail address: info@pec.autodromoimola.it.

DECLARATION OF CONSENT FOR PROMOTIONAL AND ADVERTISING MATERIAL

The undersigned declares his/her specific consent for the processing of personal data that may be processed by Formula Imola S.p.A, as Data Controller, for sending promotional and advertising material. The undersigned declares that he/she has received complete information pursuant to Articles 13 and 14 of the EU Regulation 2016/679, and expresses his/her consent to the processing of the data inherent to the purposes outlined above.

I CONSENT

I DO NOT CONSENT

Place _____, ____/____/____

Signature _____