

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 ____ / ____ / ____
license _____ category _____ n. _____
vehicle brand _____ model _____ license plate _____

DECLARES

1. to be of legal age and in possession of a suitable valid driver's license;
2. to be in perfect physical and mental health, not to use substances (i.e. alcohol, narcotics, drugs, etc.) that may in any way impair or alter their efficiency or cognition and to be in possession of a valid medical certificate attesting to his/her physical and psychological fitness, and therefore to relieve Formula Imola S.p.A, the companies and operators it will use in the performance of its activities, Con.Ami, as the concessionaire of the Enzo and Dino Ferrari International Autodrome Functional Pole and the Municipality of Imola, as owner, from any responsibility for any problems and/or physical consequences that may arise during and as a result of the activities;
3. to have a vehicle in perfect condition and suitable for the activity he/she intends to carry out and to undertake to wear technical clothing and appropriate protections while on the track (i.e. full protective helmet, leather suit for track sports use equipped with padding and protections, back protector, gloves and boots);
4. 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;
5. that he/she has examined the current state of the track, equipment and technical support services present at the Autodrome, including the safety measures applied, and that he/she has verified that they are in perfect condition and in compliance with his/her requirements, and therefore, in the broadest sense, relieves himself/herself, his/her successors and assigns in any capacity, Formula Imola S.p.A, the companies and operators it will use in the performance of its activities, Con.Ami, as the concessionaire of the Enzo and Dino Ferrari International Autodrome Functional Pole and the Municipality of Imola, as owner, from any consequence that may arise from the activity undertaken including accidents and/or incidents that may be caused by the state of the track, equipment and services of the Autodrome;
6. 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;
7. to undertake to make the first few laps following a dozer for the sole purpose of a reconnaissance of the Racetrack, declaring as of now that the continuation of its use constitutes tacit confirmation of perfect knowledge of the Racetrack, of being concretely able to carry out the activity and of what has already been stated above;
8. to have adequate personal insurance coverage against all risks (including the risks of death and partial or total permanent disability) and civil liability insurance, which provide for the waiver of recourse under Article 1916 of the Civil Code;
9. to be fully aware of the noise restrictions contained in Law No. 447/1995 and Presidential Decree No. 304/2001; and to use a motorcycle with an approved stock or after-market exhaust muffler or an exhaust muffler with DB killer;
10. to use the track at his/her own risk and to be in any case fully aware of the risks - and to expressly and knowingly accept them - connected with the practice of the activity, also with reference to the simultaneous presence of other drivers on the track, and with such awareness that he/she intends to carry out the activity at the Racetrack at his/her sole and exclusive risk, thereby expressly declaring - in other words, and insofar as it may be necessary - that he/she is aware that the driving of a motorcycle is an activity that may potentially entail damage to his/her person, to others and to property, and that he/she gives his/her express consent to the exercise of such activity, which will take place under his/her sole and exclusive responsibility, and this also in the event that he/she lacks experience and/or training specific to the Imola Autodrome;
11. to relieve, to the fullest extent, for him/herself, his/her successors and assigns in any capacity, Formula Imola S.p.A, the companies and operators it will use in the performance of its activities, Con.Ami, as concessionaire of the Enzo and Dino Ferrari International Autodrome Functional Pole, and the Municipality of Imola, as owner, from any consequence that may derive to them - none excluded, and both with regard to the undersigned and to any third party - from accidents and incidents and from the activities consequent to the same (by way of example only: vehicle recovery, firefighting, rescue activities, etc.), and in any case to release Formula Imola S.p.A. from any liability for any damage caused to the undersigned and to any third party, 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, the companies and operators it will use in the performance of its activities, the Con.Ami and the Municipality of Imola, the Autodrome staff 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 the performance of 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

Formula Imola S.p.A. a Socio Unico

Sede Legale: Piazza Ayrton Senna da Silva, 1 - 40026 Imola (BO) ● tel. +39 0542 655111 ● fax +39 0542 30420 ● www.autodromoimola.it
Capitale sociale: Euro 2.000.000,00 i.v. ● Numero di iscrizione al Registro delle Imprese di Bologna, P.IVA, C.F. 02823951203 ● REA n. 470281
Soggetta alla direzione e coordinamento da parte del consorzio CON.AMI Codice Fiscale 00826811200

Imola S.p.A, the Con.Ami and the Municipality of Imola, their respective organizations, supervisors and employees all, and, in general, any other party involved, even through negligence, and even if they occurred or were caused during the activities resulting from the accident, event and/or claim;

12. that he/she is fully and exclusively responsible for compensation for any damage caused, directly or indirectly, during the free practice sessions to the facilities of the "Enzo and Dino Ferrari" Imola Circuit, to the other Drivers, to their vehicles and their property, to third parties - none excluded, whether spectators, people transported, companions, people in any case carrying out any activity and also on their behalf in the Circuit (photographers, press officers, journalists, business 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: track 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, the companies and operators of which it will use in the performance of its activities, 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;
13. to be aware of the fact that the parking lots, the boxes and the Paddocks located inside the Autodrome are unattended and therefore to relieve Formula Imola S.p.A., the companies and operators it will use in the performance of its activities, 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;
14. to accept, without raising exceptions or requests for compensation or indemnity that Formula Imola S.p.A., in case of necessity or at its sole discretion, may modify, suppress or interrupt, even during the trials, the use of the track and its facilities;
15. to be aware of the provisions of the current regulations regarding the containment and management of the epidemiological emergency from COVID-19 and to abide by and respect the provisions of the current regulations;
16. to be aware:
 - of the obligation to remain at home in the presence of fever (over 37.5°) or other flu symptoms and the usefulness of calling one's family physician and health authority;
 - and to accept the fact that he/she may not enter or remain in the facility and that he/she must promptly report it where, even after entry, there are conditions of possible danger such as but not limited to symptoms of influenza, abnormal body temperature, contact with persons tested positive for the virus in the preceding fourteen (14) days or for whom the Authority's orders require them to inform their treating physician or the Health Authority, to remain at home or to carry out fiduciary isolation;
 - of the provisions of the Authorities and the Company concerning access to the facility and that he/she undertakes to comply with them, in particular by taking care to maintain the requirements set forth in the Company's Anti-contagious Protocol available at www.autodromoilola.it;
 - that he/she is required to promptly and responsibly inform the Company of the presence of any flu symptoms during the performance of the activity, taking care to remain at an appropriate distance from the persons present;
17. 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;
18. to have adequate personal insurance coverage against any risk (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;
19. 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-adoptata-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;
20. to accept, without raising exceptions or requests for compensation or indemnity that Formula Imola S.p.A., in the event of necessity or at its sole discretion, may modify, suppress, interrupt or suspend the use of the Racetrack and its facilities, even during the trials;
21. that the activity carried out is of the following nature (please cross out the type of activity):
 - competitive sports;
 - non-competitive sports;
 - non-organized recreational;
 - occupational;and, if requested, provides Formula Imola s.p.a. with a copy of its medical certification of physical fitness;
22. 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 complete information on the processing of personal data follows this document and is in any case available with the relevant updates on the website <https://www.autodromoilola.it/>;
23. the undersigned further declares that he/she has been informed by the Data Controller that any processing of his/her personal and/or health-related data is necessary for the purpose of preventing contagion from the so-called Coronavirus, so as to protect the safety of individuals passing through its premises, as a fulfillment related to the anti-contagion security protocols assumed by the Company pursuant to Art. 1 paragraph 1, letter z) and gg) legislation no. 19/2020 and its implementing measures and art. 1, paragraph 14, legislation no. 33/2020 (as specified in the Shared Protocol of regulation of measures to combat and contain the spread of Covid-19 in the workplace of March 14, 2020 updated on April 24, 2020). Thus, the legal basis is the necessity of the processing for the performance of a task of public interest vested in the Data Controller and, with specific regard to health-related (so-called special) data, for the fulfillment of the Data Controller's obligations in the field of labor and social security law and social protection.

(Signature)

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The following clauses are specifically approved pursuant to Art. 1341 and 1342 of the Civil Code the following clauses: 1) racetrack status and safety; 2) general autodrome regulations; 3) health status and certification of physical fitness; 4) driving license or title; 5) vehicle efficiency; 6) vehicle liability; 7) reconnaissance and confirmation of activity; 8) TPL insurance policy; 9) acoustic discipline; 10) physical risks and activity exercise; 11) liability indemnities; 12) assumption of compensation; 13) parking; 14) suppression, interruption and suspension of activity; 15) activity characteristics.

(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.autodromoimola.it.

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

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;

Purpose of processing

2. the fulfillment of legal obligations under tax and fiscal regulations; The personal data you provide will be processed for purposes related to:

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;

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- 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 _____

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