

Messrs.

Formula Imola S.p.A.

Piazza Ayrton Senna da Silva, 1

40026 Imola (BO)

Re.: informed consent and declaration regarding the use of Functional Pole of Imola's Circuit (hereinafter also referred to as the "Circuit") on the following days

The Undersigned (surname) _____ (name) _____
born in _____ on ____/____/____
residing in _____
address _____ post code _____
phone/mobile phone no. _____ e-mail _____
holder of a license class _____ no. _____

DECLARES

1. to have examined the current condition of the track and of the technical support services available at the Circuit, including the applied safety measures, and to have ensured its efficiency and compliance with the Undersigned's requirements, and to therefore release Formula Imola S.p.A., as renter, Con.Ami as concessionaire of the Functional Pole International Circuit Enzo and Dino Ferrari and the Municipality of Imola as the Circuit owner in the widest possible manner, personally and on behalf of his successors or assignees in any way, from any consequence resulting from the planned activities, including incidents and/or accidents caused by the condition of the track, equipment and Circuit services;
2. to have examined the provisions contained in the General Regulations of the Circuit, which make an integral part hereof, and to be aware that the terms and provisions of the General Regulations are affixed on the notice board in the paddock area and available online at www.autodromoimola.it, and in particular to be familiar with the rules and precautions that track users are expected to observe, accept them all unconditionally and undertake to observe them;
3. to be in perfect physical and mental health conditions and not to use any substances (alcohol, drugs, medications etc.) likely to affect or alter efficiency and to be in possession of a valid medical certificate certifying his physical and mental health with what foreseen by the health dm dated 24th April 2013 and by art. 42bis dd.l. 21st June 2013 n. 69 and to therefore release Formula Imola S.p.A., Con.Ami and the Municipality of Imola from any liability for any physical problems which he may experience during the performance of the planned activities;
4. to be the holder of a currently valid driving license and to have an adequate information and training on the specific risks of the activity undertaken on the track;
5. to have an available vehicle which must be ideally suitable for the planned activity and to undertake to wear special technical gear and suitable protectors during on-track activities;
6. not to let any other person access the track with the above specified vehicle, hereby undertaking to accept all connected responsibilities and any civil, administrative or criminal penalty resulting from failure to comply with this rule;
7. to undertake to complete the first few laps around the track at low speed for sighting purposes only, and to hereby acknowledge that continuing in the performance after the first sighting laps implicitly indicates that perfect familiarity with the track has been acquired and to be aware of its technical difficulties and to be able to carry out the planned activity;
8. to have adequate insurance coverage against all risks (including the risk of death, partial or total permanent disability) as well as third-party liability insurance without the right of recourse in accordance with art. 1916 of the Italian Civil Code;
9. to be fully informed of the noise restrictions contained in the Act no. 447/1995, the Presidential Decree no. 304/2001 and the dispositions contained in the acoustic classification plan of Imola's Municipality (available on the website <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 be subjected to a verification on the effective acoustic emissions generated and to be aware, and accept, a fixed system monitoring the entries which measures the leq (A) for each hour of activity, the daily average of the period from 9 a.m. to 6.30 p.m. and the period from 6 a.m. to 10 p.m. and a dynamic system which measures the emissions, and that, in case values are exceeded or the detection of a tendential exceeding, Formula Imola S.p.A. has the right to suspend and/or interrupt the activity going on without having to pay any compensation and/or damages;
10. to use the track at his own risk and peril and to be in any case fully aware of - and to declare to expressly and knowingly accept - all the risks connected with the performance of the planned activity, also with reference to the simultaneous presence of other vehicle drivers/riders on the track, being aware that any activity within the Circuit will be performed at his own risk and peril and expressly declaring, for all intents and purposes, his explicit acceptance of the performance of the planned activity on his own exclusive responsibility, also in the event that he does not have any previous experience and/or specific knowledge of the Imola Circuit;
11. to release Formula Imola S.p.A., Con.Ami and the Municipality of Imola, in the widest possible manner, personally and on behalf of his successors or assignees in any way, from any consequence - without any exception whatsoever, for the Undersigned and for any third party - resulting from accidents, incidents and from subsequent activities (including, but not limited to, fire fighting, emergency care and rescuing activities etc.) and to release in the widest possible manner, personally and on behalf of his successors or assignees in any way, Formula Imola S.p.A., Con.Ami and the Municipality of Imola, the Circuit personnel and other members of the organisation, including all the persons appointed by them to carry out tasks within the Circuit and/or to assist in the performance of such tasks, from the obligation to pay any sums of money by way of compensation for damages, indemnification, reimbursement etc. - both for the undersigned person and for any

third party - in the event of accidents, incidents and any subsequent activities, whatever the duration, outcome and/or consequences of such events, which may occur during the planned activities, and this notwithstanding the cause of the accident, incident and/or injury - including accidental occurrences and cases of force majeure - and notwithstanding the party deemed responsible, be it Formula Imola S.p.A. , Con.Ami and the Municipality of Imola, their respective organisations, employees and appointed persons, and more generally, any other person concerned, including through negligence, and including any occurrence during the performance of any activities subsequently to the accident, incident and/or injury;

12. to accept to fully and exclusively repay any damages caused, either directly or indirectly during tests, to the facilities of the Circuit "Enzo e Dino Ferrari" of Imola, to other drivers/riders, to their vehicles and property, to third parties - without any exceptions, be they spectators, passengers, guests or other persons carrying out any activity or happening to be at the Circuit for any reason (including photographers, press officers or other persons carrying out commercial and/or professional tasks) or members of the organisation, and including any other persons appointed by them to carry out tasks or functions at the Circuit and/or assist in the performance thereof (including, but not limited to, track marshals, fire-fighting personnel, medical and health care professionals, photographers, press officers, media workers etc.) as well as their property, and to hereby release Formula Imola S.p.A., Con.Ami and the Municipality of Imola, in the widest possible manner, personally and on behalf of his successors or assignees in any way, from each and any connected liability, and holding them harmless from any claim for damages which may be submitted to them by third parties and assignees for the above mentioned reasons, and undertake to indemnify them for all the expenses and charges incurred by them for any reason in the interest of the Undersigned;

13. to be aware of the fact that the parking and paddock areas located inside the Circuit are not guarded, and to therefore release Formula Imola S.p.A., Con.Ami and the Municipality of Imola from any responsibilities in connection with thefts, damaging and/or loss of any equipment or material left or stored at the Circuit;

14. to accept, without raising any exception or submitting damage or indemnification claims, that Formula Imola S.p.A., if necessary and at its own exclusive discretion, may modify, revoke or suspend, even during ongoing activities, the rules governing the use of the track and of other circuit facilities;

15. that the activity is with character (please tick the type of activity):

- ☐ - competitive sport;
- ☐ - non competitive sport;
- ☐ - unorganized recreational ludico;
- ☐ - working;

and, if requested, provides to show to Formula Imola S.p.A. copy of its own medical certificate of physical fitness;

16. in accordance with the provisions of the Law Decree UE, the Undersigned expressly agrees to the processing of his submitted personal information and images by mechanical, manual and/or computerised or IT systems by Formula Imola S.p.A. through its appointed persons, in such as way as to ensure compliance with and fulfilment of the applicable legal obligations and the direct or indirect management of any relations in connection with the use of Circuit facilities and necessary for the participation in and fulfilment of legal obligations; in this respect, the Undersigned also acknowledges that the Data Controller shall be Formula Imola S.p.A., with registered office in Imola, Piazza Ayrtton Senna da Silva 1, as well as the Data Controller's rights granted by art. 15 of the Law Decree UE 679/2016.

(Signature)

The following clauses are specifically approved in accordance with arts. 1341 and 1342 of the Italian Civil Code: 1), 2), 3), 4), 5), 6), 7), 8), 9), 10), 11), 12), 13), 14) et 15).

(Signature)

Data Submission & Dissemination Privacy - The Undersigned, in accordance with the provisions of the Law Decree no. 196 dated 30th June 2003, having acknowledged that the submission and dissemination of his personal information to third parties is optional and not included in the above mentioned contract purposes,

a) **direct marketing:**

- ☐ authorises ☐ does not authorise

the processing of his personal data for marketing or promotional purposes, to enable the despatch of informative and advertising material, for opinion polls regarding the Circuit activity as well as the transmission and dissemination of such data for marketing purposes.

b) **notification to third parties for commercial purposes**

- ☐ authorises ☐ does not authorise

the notification of his personal data and dissemination of his own images to third parties carrying out activities strictly connected with and/or complementary to the services supplied or made available by Formula Imola S.p.A. (e.g. technical supplies, furnishing supplies, hospitality supplies).

If the requested authorisation is denied, the Undersigned is aware that Formula Imola S.p.A. will be unable to offer important services connected with the fulfilment of its activity. The contract parties are granted the rights provided for by art. 7 of the Law Decree 196/2003.

(Signature)

The appointed Officer