

Assuming Responsibility for Client Amateur Testing

M32PSE

REV. 05

I, the undersigned D ADULT

□ MINOR

				Date of activity		
SURNAME AND NAME						
BORN IN				on		
RESIDENT IN				Street		
CONTACTS	Tel		Email			
DRIVING 🗆 MOTORCYCLES 🗆 CAR	Brand	Model		License plate		
SPORT LICENSE	No.	Issued by		on		
	Country of issue					

I declare and acknowledge, for myself and for any assignee or person entitled, the following with respect to the Company

(Organiser) and the Company that owns the Santa Monica S.p.A. racetrack Via Daijiro Kato n.10

- 47843 Misano Adriatico (RN) (Owner):

a. I know and consider suitable for the non-competitive activity tests that I intend to perform, the track and its emergency exit areas, first aid and fire services put in place by the organiser of the day, and all the active and passive safety measures present and existing at the time of the tests.

b. I have a vehicle perfectly suitable and already used for the activities for which I intend to use it in the facility, committing myself to wear appropriate clothing and protections during my stay on the track.

c. I have conscientiously read the "Rules for access to and use of the facility" currently in force and I hereby undertake to promptly and strictly comply with all instructions, notices issued by the staff, indications and prohibitions contained on the signs displayed, both inside the track and in the appurtenances of the racetrack.

d. I acknowledge that the Organiser and the Owner will not be liable for any damage, of any kind, including personal injury to the undersigned, damage to property owned by me, in my possession or owned by third parties, which may result from the entry and stay of the undersigned and my accompanying persons in the circuit, and from the use of the circuit and/or its facilities by the undersigned and/or my accompanying persons.

e. I undertake to indemnify and hold harmless the Organiser and the Owner, as well as any of their representatives, appointees, officers, employees or collaborators, from any liability in any way connected with or dependent on the entry, stay and use of the circuit, by the undersigned, even towards any third party.

f. I confirm under my own responsibility that I am aware of the criminal and civil consequences in case of false statements, that I am in possession of a medical certificate attesting to my eligibility to carry out non-competitive motorcycle/car test activities on the track, valid for the current year, exempting the Organiser and Santa Monica S.p.A. from any responsibility for any physical problems that may arise during the course of my tests and the consequences thereof.

g. I waive, where necessary, any claim or action against the Organiser, the Owner and the other subjects indicated in par. (e), for compensation for damages in any way related to the entry, stay and/or use of facilities, areas and environments of the circuit, as provided for in the contract, by the undersigned and my assistants, employees for any reason.

h. I acknowledge my full and exclusive responsibility for the custody and surveillance of the things and people that I may be accompanying (including vehicles) introduced into the racetrack and therefore I assume all responsibility resulting from the use of the same in the racetrack and in the facility accessory areas, undertaking from now on to compensate for any injury/damage caused by me, directly and/or indirectly, to persons and things, without exception, both on the track and in the facility accessory areas.

i. I undertake to promptly communicate to the Organiser, directly or indirectly if unable to do so personally, my data, in the event that I am involved in an accident, during my stay within the property of Santa Monica S.p.A.

j. I hereby undertake not to give my vehicle for use on the track or in adjacent structures to a person not authorised by the management and who in any case has not signed this declaration, assuming from now on all responsibility and any sanction, civil, administrative or criminal, resulting from non-compliance with this rule.

k. I strictly undertake not to give to third parties, even for partial use, my access pass (e.g.: wristband), hereby assuming full responsibility and any sanction, civil, administrative or criminal as a result of non-compliance with this rule.

I. I am not a professional driver

m. Data processing: each Party acknowledges that personal data relating to the other Party will be processed in accordance with the provisions of EU Reg. 2016/679 - "GDPR", which both Parties declare being acquainted with, and that such data will be used only for the purposes necessary to fulfil the obligations and perform the activities related to the execution of this Contract. Full privacy policy available on the site at: <u>https://www.misanocircuit.com/autodromo/privacy/</u>

I declare that

I am of ADULT age and have a valid license, specific for driving the vehicle that I will use.

I am a MINOR and meet the requirements set out in the "Rules for access to and use of the facility" and, where applicable, I shall HAVE THIS DOCUMENT SIGNED BY ONE OF MY PARENTS OR LEGAL GUARDIAN.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the undersigned declares having read and expressly accepted clauses A), B), C), D), E), F), G), H), I), J), K), L), M) and the above selected provisions.

Legible signature of parent (minors only)...... Legible signature

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the undersigned declares having read and expressly accepted clauses A), B), C), D), E), F), G), H), I), J), K) L), M) and the above, as well as the extract from the attached regulations consisting of two pages.

Legible signature of parent (minors only).....

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