



**ACCEPTANCE OF RESPONSIBILITY:
USE OF TRACK (driver/rider)**

FORM NO. **M-126**

REV. 3 of 26.5.20

MUGELLO CIRCUIT S.p.A.
Via Senni 15, Scarperia e San Piero (FI)

<i>The undersigned*:</i>			
<i>Born in*:</i>		<i>on*:</i>	
<i>address/street*:</i>		<i>no.*:</i>	
<i>town/city*:</i>		<i>Postcode*:</i>	
<i>telephone:</i>		<i>email:</i>	
<i>Driving licence:</i>		<i>Issued by:</i>	
<i>Competition licence:</i>		<i>category:</i>	
<i>Vehicle type:</i>		<i>Registration number:</i>	
<i>Group/class:</i>		<i>cc:</i>	

REQUESTS

permission to use (at own risk and peril) with/without the right of exclusivity, on [redacted] the track at the Mugello International Circuit, on the understanding that Mugello Circuit S.p.A. (hereinafter also the "Circuit") may vary or interrupt (temporarily or permanently) use of the track, even during the session.

In relation to the above request the undersigned person declares:

1. that the track will be used under the conditions set out in the General Regulations of the Circuit which have already been accepted, and in accordance with any instructions given by Management of the Circuit and the organisers of the event;
2. that he/she has read and been informed of the safety measures and first aid facilities available, and has approved them;
3. that at the time of accessing and/or using the track, he/she is in the mental and physical conditions necessary for driving a vehicle in accordance with applicable provisions, and with the regulations and guidelines of the competent Competitive Federations and with the Highway Code;
4. that he/she is aware that driving on the track is a dangerous activity and therefore he/she accepts full responsibility for the risks involved;
5. that he/she is aware and accepts the fact that the personnel or Management of the Circuit may, at any time, vary, limit and/or interrupt the use of the track and/or facilities at its discretion and hereby waives any claim or claim for compensation against Mugello Circuit S.p.A.;
6. that he/she fully indemnifies Mugello Circuit S.p.A., on his/her own account and in respect of any successors for any reason, from any obligation to pay any form of compensation for damages, indemnity, reimbursements, etc. in the event of any accident (whatever its duration, outcome or consequences) that may be caused to the undersigned person during the session, whatever the cause of the accident and/or injury, and whoever it is attributable to, including Mugello Circuit S.p.A., its organisation, managers and employees.
that he/she fully indemnifies, both in his/her own name and on behalf of any successors or assigns for any reason, Mugello Circuit S.p.A. from any claims that may be made by any third party as a result of the undersigned person's use of the Circuit track.
The undersigned person indemnifies Mugello Circuit S.p.A. and its personnel in respect of any liability that may arise as a result of the activity that the undersigned person intends to undertake within the Circuit;
that he/she has appropriate personal insurance cover against any incidents, attaching a copy confirming the cover limit, payment of the premium, as well as the waiver of recourse pursuant to Article 1916 civil code;
7. The undersigned person shall also:
 - observe, and ensure observance by any passengers and accompanying persons, the Regulations and all instructions given by the personnel and Management of the Circuit and hereby allows any inspections or checks that such personnel or Management may consider necessary or appropriate;
 - that he/she will adapt his/her driving, and/or will ensure that the behaviour of any passengers or accompanying persons conforms to the provisions of the above paragraph, to the weather conditions, visibility and track surface;
 - that he/she will use and arrange for use by any passenger, the protective clothing and helmet approved in accordance with the applicable laws and regulations of the competent authorities.
8. In consideration of the foregoing, the undersigned person also declares:
 - that he/she has read and unconditionally accepts the General Regulations of the Circuit, including the rules and precautions, and all other conditions to observe to use the track and relative facilities/equipment;
 - that the vehicle used is fully suited for the activity the undersigned person intends taking part in, and as regards sound emissions, it meets the requirements in section 4.4. of the General Regulations of the Circuit.
 - that he/she will not allow the vehicle to be driven by any other person, accepting all civil and criminal liability towards third parties or assigns.

The undersigned person expressly confirms all of the above, for all legal purposes.

Signature in full [redacted]

In accordance with Articles 1341 and 1342 civil code, the undersigned person confirms that he/she has read the contents of paragraphs 4, 5, 6, 7 and 8 and specifically approves them in writing.

Date [redacted]

Signature in full Mr/Miss [redacted]

For acceptance
Mugello Circuit S.p.A. [redacted]



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PRIVACY POLICY

PURPOSE AND METHOD OF DATA PROCESSING

The personal data provided by the data subject will be processed for the following purposes:

- a) to provide the requested service ("Service") in execution of the contract between the data subject and Mugello Circuit S.p.A. ("Company");
- b) to allow the Company to carry out surveys aimed at improving the quality of Service in the company's legitimate interests ("Customer Satisfaction").

The Data may be processed by printed, automated or electronic means for each of the above purposes.

CONSEQUENCES OF REFUSAL TO PROVIDE DATA

Provision of the Data is optional. However if the Data marked with an asterisk is not provided it will not be possible to fulfil the Service.

OTHER PERSONS WHO MAY PROCESS THE DATA

The Data may be processed by persons working on the Company's behalf and on the strength of specific contractual obligations in EU or non-EU countries.

The Data may be disclosed to third parties in order to fulfil legal obligations, to comply with orders of the authorities or to exercise a right of the Company in legal proceedings.

TRANSFER OF DATA OUTSIDE THE EUROPEAN ECONOMIC AREA (EEA)

In the context of contractual relations of the Company, the Data may be transferred outside of the European Economic Area (EEA), and may also be included in databases operated by third-party companies working on the Company's behalf. Management of databases and processing of Data is restricted to the purposes for which the data was collected and will take place in strict compliance with the applicable data protection laws.

Whenever the Data is to be transferred outside of the EEA, the company will take all the contractual measures that are necessary and appropriate to guarantee a suitable level of data protection including, *inter alia*, any agreements based on the standard contractual terms for transferring data outside the EEA, approved by the European Commission.

DATA CONTROLLER AND DATA PROTECTION OFFICER

The Data Controller is Mugello Circuit S.p.A., headquartered at Via Senni 15, 50038 Scarperia e San Piero (FI), Italy.

The data subject may contact the Data Protection Officer of the Ferrari Group at privacy@ferrari.com.

CONSERVATION OF DATA

The data processed to provide the Service and for customer satisfaction will be kept by the Company for the period considered to be strictly necessary to fulfil those purposes.

The data processed in relation to the Service may be kept for a longer period for the purposes of managing any disputes relating to the Service.

RIGHTS OF THE DATA SUBJECT

The data subject has the following rights:

1. the right of access, in other words the right to obtain, from the Company, confirmation of whether or not the Data is being processed and in such a case, to obtain access to it;
2. the right of rectification and erasure, the right to obtain rectification of inaccurate data and/or the integration of incomplete Data or the erasure of data for legitimate reasons;
3. the right to limit the data processing, in other words the right to request suspension of processing if there are legitimate reasons;
4. the right to data portability, in other words the right to receive the Data in a structured, commonly used and machine-readable format, and send it to another data controller;
5. the right of objection, the right to object to the processing of Data if there are legitimate reasons, including the processing of data for marketing and profiling purposes where applicable;
6. the right to contact the data protection authority if the data is used unlawfully.

The data subject may exercise these rights by contacting Mugello Circuit S.p.A., via Senni 15, 50038 Scarperia e San Piero (FI), Italy, or at the following email address: privacy@mugellocircuit.com.

Place and date

Signature