

DISCALIMER FREE PRACTICE 2024_CAR_MOTORBIKE

The undersigned (surname) _____ (name) _____

born in _____ prov. _____ on _____ resident in _____

address _____ postcode. _____ province _____

cell. _____ e-mail _____

Tax Code _____

ASK

to be able to use, while driving the **CAR / MOTORBIKE brand** _____, **model** _____ on a non-exclusive basis, on the days reserved for free practices, the Vallelunga Autodromo track and the Lainate track (hereinafter individually also referred to as the "**Plant**"), it being understood and agreed that:

1. ACI Vallelunga SpA, if necessary, at its sole discretion, reserves the right to modify, suppress or interrupt the use of the System, even during a trial period.

The undersigned, pursuant to and for the purposes of the art. 76 Presidential Decree 445/2000, aware of the responsibility and the civil and criminal consequences envisaged in the event of false declarations and/or the formation or use of false documents

DECLARE

2. to be in possession of a sporting license category: _____ N° _____ Med Certificate _____
(to be filled in only in case of tests reserved for licenced pilots)
3. to have already reached the age of 18 on the date of signing this deed;
4. To be in possession of a suitable qualification to participate in the free trials and the medical certification required by current legislation;
5. to know the rules and precautions to be observed by those who use the system itself;
6. that in relation to the foregoing, the motor vehicle/motorcycle referred to above is perfectly suitable for the test that the undersigned intends to carry out;
7. under his own responsibility, aware of the criminal consequences in case of false declarations, to be in possession of a medical certificate attesting to his healthy and robust constitution, valid for the current year, exempting ACI Vallelunga SpA from any responsibility for any physical problems that may arise occur during the tests;
8. to have signed an insurance policy against any accident, with the simultaneous renouncement of the subrogation referred to in the art. 1916 cc. and to be aware that, in this case, the insurance coverage of the policies connected with the issue of the FMI card or the competitive license are operational in the **FREE PRACTICES FOR MOTORBIKES** as long as the activation procedures of the same are respected.
9. to have read the rates, briefing and other conditions in force for the use of the Facility and to accept them unconditionally;
10. to relieve the owners of the Progei Spa Plant, ACI Vallelunga SpA and the personnel assigned to the Plant itself, from responsibilities that are in any case a consequence of the test it intends to carry out;
11. to indemnify for himself and his successors and assignees in any capacity the owners of the Progei Spa plant and ACI Vallelunga SpA:
 - a. from any and all obligations to pay compensation of any kind to the undersigned by way of compensation for damages, indemnities, reimbursements, etc. in the event of any accident - whatever its duration, outcome and related consequences - that may occur, and whatever the cause of the accident may be - including force majeure and unforeseeable circumstances - to anyone attributable, including the entities that own the Plant, Progei Spa, ACI Vallelunga SpA, its organisation, all its supervisors and employees, any other interested component and, more generally, the subjects indicated in articles 1228 and 2049 of the Civil Code;
 - b. from claims that could be made in any capacity by third parties for facts attributable to the undersigned, such third parties being including bodies, companies and people in any capacity present in the Plant, or who have in any case suffered prejudice from facts attributable to the undersigned;
12. to renounce, as far as may be necessary, any claim against ACI Vallelunga SpA and/or the ownership of the Progei Spa facility for compensation for damages in any case connected to the entry, stay and/or use of the facility by part of the undersigned
13. that compensation for any damage caused directly or indirectly:
 - a. to the Plant structures;
 - b. to the other participants in the tests and their vehicles/motorcycles;
 - c. to third parties, be they spectators or members of the organization;

Vallelunga - Roma / Lainate - Milano



will be at its total and exclusive expense, relieving now and then from any and all responsibility regarding the occurrence and occurrence of the provisions of paragraphs a., b. and c. of this point 13. and the related reconstruction, Progei Spa and ACI Vallelunga SpA from any request for compensation for damages that may be addressed to it by third parties for the reasons set out above

14. to recognize that Progei Spa and ACI Vallelunga SpA is not responsible for theft and/or damage to materials left in storage in the Facility, taking note that the car parks and garages also located within the Facility are unattended, recognizing its full and exclusive responsibility for the custody and surveillance of things possibly introduced into the Plant (including the aforementioned motor vehicle/motorcycle) and to therefore assume all responsibility resulting from their use in the Plant and in the areas ancillary to the Plant, undertaking from now on to compensate for any damage caused, directly and/or or indirectly, to people and/or things, none excluded, both in the Plant and in the accessory areas and structures;
15. to undertake to use the Facility under the conditions set out in the regulation which is an integral part of this declaration for all legal purposes, however any form of competition is excluded
16. to undertake to carry out an initial reconnaissance tour of the Plant in order to verify its conditions and to immediately communicate any anomalies to ACI Vallelunga SpA. In the absence of communications/findings/exceptions after the reconnaissance tour, the state of the Plant will be considered tacitly approved . He also declares that he has examined the equipment and services of the Facility and that they correspond to his needs, and that he releases the entities owning the Facility and ACI Vallelunga SpA from any patrimonial and non-pecuniary consequences possibly deriving from accidents which depended on the state of the plant and equipment;
17. to undertake, assuming in this regard any and all civil and criminal liability towards third parties or assignees, not to allow any other person to circulate within the Facility with the aforementioned motor vehicle/motorcycle;
18. to undertake to wear appropriate clothing;
19. to elect domicile, for the purposes of this contract, at the address indicated in the epigraph;
20. to have read the emergency plan and information on the risks of each plant available on the website www.vallelunga.it and/or to have collected a copy from the desk thereof;
21. to use the Polo Vallelunga facilities in compliance with the conditions set out in the General Regulations (available in the "Regulations and safety" section of the website www.vallelunga.it).
22. to acknowledge that ACI Vallelunga S.p.a. has installed video cameras inside the facility for the protection of the safety of users and for the protection of the company's assets and that the images collected are destroyed 24 hours after filming, except in the case of special conservation requirements. The complete information notice is available at the Data Controller's premises (reception and guardhouse).

Campagnano di Roma,

Signature _____

The undersigned declares to have read and specifically approved, pursuant to the articles. 1341 and 1342 cc, clauses no. 1, 6, 7, 9, 10, 11, 12, 13, 14, 16, 17 and 21.

Campagnano di Roma,

Signature _____

Pursuant to EU Regulation 679/2016 and Legislative Decree 196/03 and subsequent amendments . Your personal data will be processed:

a) execution of this contract; (b) for commercial, promotional and advertising purposes of ACI Vallelunga, ACI and affiliates; (c) for commercial, promotional and advertising purposes of third parties (Commercial Partners). The processing of the data referred to in letter (a) is necessary for the execution of the service; the processing of the data referred to in letters (b) and (c) will take place only on the basis of your explicit consent. The processing of your personal data will be carried out by the Data Controller ACI Vallelunga SpA using paper methods and IT tools in compliance with the provisions regarding the protection of personal data and with observance of every precautionary measure that guarantees its confidentiality and security. The Data Controller may use instant messaging broadcast lists to communicate information relating to the organization of the sporting event to interested parties. Only the names of the participants of the sporting event or, upon request of the latter, a pseudonym will be visible on these digital channels and on the internal monitors of the Autodrome. The data will be kept for the time necessary for the purposes for which they were collected and to comply with specific legal and/or contractual obligations. Company employees and/or collaborators specifically appointed in charge of processing may become aware of your data. Furthermore, any subjects to whom the Data Controller may entrust *outsourcing* activities specifically appointed as data controllers may become aware of your personal data. The Company does not use automated decision-making processes in any way. At any time you can exercise your rights towards the data controller pursuant to articles 15 to 21 of EU Regulation 679/2016. The complete information is available on the website www.vallelunga.it

The undersigned acknowledges having read and understood the information:

- I consent to the processing of personal data by ACI Vallelunga, ACI and associated companies for commercial, promotional and advertising purposes
- I consent to process of personal data for personalized marketing purposes by Mercedes-Benz Italia SpA as indicated in its information on the processing of personal data
- I consent to process of personal data by third parties (Commercial Partners of ACI Vallelunga) for commercial, promotional and advertising purposes
- I consent to process of your personal data to receive commercial communications from Sara Assicurazioni SpA

Campagnano di Roma,

Signature _____

Vallelunga - Roma / Lainate - Milano



ACI Vallelunga S.p.A.
 P.IVA 00941291007
 Codice univoco: KRRH6B9

Sede Legale / Sede Roma
 Via Mola Maggiorana, 4/6 00063
 Campagnano di Roma (RM)

Sede Milano
 Via Juan Manuel Fangio snc
 20045 Lainate (MI)

