

DISCLAIMER 2024_passenger

The undersigned (surname) _____ (name) _____

born in _____ prov. _____ on _____ resident in _____

address _____ postcode. _____ province _____

cell. _____ e-mail _____

ASK

to be allowed to use, as passenger of the vehicle brand _____, model _____ on a non-exclusive basis, on the days reserved for car free tests, the Vallelunga circuit and the Lainate track (hereinafter also referred to individually as the "Facility"), it being understood and agreed that

1. ACI Vallelunga S.p.A., in case of necessity, at its sole discretion, reserves the right to modify, cancel or interrupt the use of the track, even during the trial period.

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

DECLARE

2. that I am aware of the rules and precautions to be observed by those using the Plant itself;
3. that in relation to the above, the above vehicle is perfectly suitable for the test that the undersigned intends to carry out;
4. under his/her own responsibility, aware of the penal consequences in case of mendacious declarations, to be in possession of a medical certificate attesting the healthy and sturdy constitution, valid for the current year, exonerating ACI Vallelunga S.p.A. from any responsibility for eventual physical problems that may arise during the performance of the tests
5. to have subscribed to an insurance policy against any accident, with contextual waiver of subrogation as per art. 1916 civil code
6. to have read the tariffs and other conditions in force for the use of the facility and to accept them unconditionally
7. to relieve the owners of the circuit, Progei Spa ACI Vallelunga S.p.A. and the personnel of the circuit itself, from any liability that may arise as a consequence of the test that he/she intends to carry out;
8. to indemnify for himself/herself and his/her successors and assigns in any capacity whatsoever the owners of the Autodromo Progei Spa and ACI Vallelunga S.p.A:
 - a. from any and all obligations to pay the undersigned compensation of any kind by way of damages, indemnities, reimbursements, etc. in the event of any accident - whatever its duration, outcome and relative consequences - that may occur, and this regardless of the cause of the accident - including force majeure and unforeseeable circumstances - for whomsoever it may be attributable, including the owners of the circuit, Progei Spa, ACI Vallelunga S.p.A, its organisation, its supervisors and employees all, any other interested party and, more generally, the subjects indicated in articles 1228 and 2049 of the Italian Civil Code;
 - b. from any claims that may be made on any grounds by third parties for facts attributable to the undersigned, including said third parties, entities, companies and persons in any capacity present at the circuit, or that have in any case suffered prejudice due to facts attributable to the undersigned;
9. to renounce, as far as may be necessary, any claim against ACI Vallelunga S.p.A. and/or the owner of the circuit, Progei Spa, for compensation for damages in any way connected to the entrance, stay and/or use of the circuit by the undersigned;
10. that compensation for any damage caused directly or indirectly
 - a. to the Circuit facilities;
 - b. to other participants in the trials and to their vehicles
 - c. to third parties, whether spectators or members of the organisation;shall be at the total and exclusive responsibility of him and of the driver of the aforementioned vehicle, relieving him, now and for that time, from any and all liability regarding the occurrence and verification of what is set out in paragraphs a., b. and c. of this point 10. and the relative reconstruction, Progei Spa and ACI Vallelunga S.p.A. from any claim for damages that may be made by third parties for the above reasons
11. to acknowledge that Progei Spa and ACI Vallelunga S.p.A. is not responsible for theft of and/or damage to

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materials left in storage at the Autodrome, noting that the car parks and garages also located inside the Autodrome are unattended, Acknowledging that he/she is fully and exclusively responsible for the custody and surveillance of any items brought into the circuit (including the aforementioned vehicle) and therefore assumes all liability resulting from the use of the same in the circuit and in the areas ancillary to the circuit, undertaking as of now to indemnify any damage caused, directly and/or indirectly, to persons and/or things, without exception, both in the circuit and in the ancillary areas and structures;

- 12. to undertake, assuming in this regard any and all civil and criminal liability towards third parties or assignees, not to take turns with the driver in driving the above-mentioned vehicle
- 13. to undertake to wear the appropriate clothing
- 14. to elect domicile, for the purposes of this contract, at the address indicated above;
- 15. to have read the circuit's emergency plan available on the website www.vallelunga.it and/or to have collected a copy of it from the desk of the same
- 16. to use the facilities of the Vallelunga circuit in compliance with the conditions set forth in the General Regulations (available in the "Regulations and Safety" section of the website www.vallelunga.it)
- 17. to take note that ACI Vallelunga S.p.a. has installed video cameras inside the facility for the protection of users' safety and for the protection of the company's assets, and that the images collected are destroyed after 24 hours from the filming, except for 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 that he/she has read and specifically approved, pursuant to Articles 1341 and 1342 of the Italian Civil Code, clauses 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15.

Campagnano di Roma, ___/___/___ Signature _____

PRIVACY POLICY AND CONSENT O EX D. LGSL 196/2003

Pursuant to EU Regulation 679/2016 and Legislative Decree 196/03 and ss.mm.ii. 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 (a) is necessary for the performance of the service; the processing of the data referred to in (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 Controller ACI Vallelunga S.p.A. by means of paper and computer tools in compliance with the provisions on the protection of personal data and with the observance of all precautionary measures to ensure the relative confidentiality and security. The data will be kept for as long as necessary for the purposes for which they were collected and for compliance with specific legal and/or contractual obligations. Your data may come to the attention of the company's employees and/or collaborators specifically appointed to process them. Your personal data may also be disclosed to any individuals to whom the Data Controller should entrust outsourcing activities specifically appointed as data processors. Your personal data will not be disclosed, except when required by a law or regulation or by EU legislation. The Company does not use automated decision-making processes in any way. You may at any time exercise your rights vis-à-vis the data controller in accordance with Articles 15 to 21 of EU Regulation 679/2016. The full information is available on the website www.vallelunga.it

The undersigned acknowledges having read and understood the notice:

- Consents to the processing of personal data by ACI Vallelunga, ACI and affiliates for commercial, promotional and advertising purposes
- Gives consent to the processing of personal data for personalized marketing purposes by Mercedes-Benz Italia S.p.A. as indicated in its information notice on the processing of personal data
- Consents to the processing of personal data by third parties (Commercial Partners of ACI Vallelunga) for commercial, promotional and advertising purposes
- I give my consent to the processing of my personal data in order to receive commercial communications from Sara Assicurazioni S.p.A.

Campagnano di Roma, ___/___/___ Signature _____

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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)

