

DISCLAIMER_TRACK_rev-01-2024**DISCLAIMER 2024**

I the undersigned _____ born in _____ on (date) _____
domiciled in (city) _____ address _____
tel. N _____ e-mail address _____,
holder of the sporting licence category _____ n. _____ issued by _____ on (date) _____
medical certificate expire (date) _____ driving licence cat _____ n. _____
expiring date _____ with the vehicle _____ With reference to the
agreement dated _____ on the basis of which I am entitled to use (at my own risk) the track of the Vallelunga
motor racing circuit on an exclusive/non-exclusive basis, on (date) _____ from (time) _____ to (time) _____, it
being understood and agreed that:

1. Should the need arise, ACI Vallelunga S.p.a. reserves the right to modify, suppress or discontinue the use of the facility, even during a session, at its own absolute discretion.

With regard to the above, I the undersigned

DECLARE THAT:

2. I am in age, and my driving licence is valid;
 I am in age and I have a valid sporting licence
3. I am aware of the regulations and cautions to be complied with by the users of the facility;
4. in connection with all the above, the above mentioned vehicle is perfectly suitable for the session I intend to perform;
5. I enjoy perfect physical and mental health, thereby releasing ACI Vallelunga from any liability for any physical problem which might emerge during the session;
6. I have taken out an insurance policy against all accidents, renouncing the subrogation mentioned under article 1916 of the Civil Code;
7. I have duly read the tariffs and other conditions in force for the use of the facility, and accept them unconditionally;
8. I release the bodies owning the racing circuit Progei Spa, ACI Vallelunga S.p.A. and the staff working in the circuit from any liability issuing from the session I intend to perform;
9. to indemnify for himself and for his successors and assigns in any capacity Progei Spa and ACI Vallelunga S.p.A.:
 - a. from any and all obligations to pay the undersigned compensation of any kind for damages, indemnities, reimbursements, etc. in the event of any accident - whatever its duration, outcome and consequences - that may occur, and this regardless of the cause of the accident - including force majeure and unforeseeable circumstances - attributable to anyone, including the owners of the Progei Spa racetrack, 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 civil code;
 - b. from claims that may be made on any grounds whatsoever by third parties for facts attributable to the undersigned, said third parties including entities, companies and persons in
 - c. for any reason whatsoever present at the racetrack, or that have in any case suffered prejudice due to facts attributable to the undersigned;
10. I renounce, in connection to what might happen, any claim against Progei Spa, ACI Vallelunga S.p.A. for damages in any way connected with the undersigned's entrance, stay or use of the facility;
11. the reimbursement of any damages produced directly or indirectly:
 - a. to the structures of the circuit;
 - b. to other drivers and their cars;
 - c. to third parties, either spectators or members of the organization;will be borne totally and exclusively by myself, the undersigned, who releases Progei Spa, ACI Vallelunga S.p.A. from any liability in connection with the occurrence of the events mentioned under paragraphs. a., b., and c. and from the subsequent reconstruction, as well as from any claim for damages which might be laid against it by third parties for the above mentioned reasons.
12. I know that Progei Spa, ACI Vallelunga S.p.A. is not responsible for thefts and/or damages to materials left in storage at the racing circuit, recognize that the parking places and the pits, including those inside the racing circuits, are unattended, and I bear full responsibility for the safekeeping and surveillance of any object brought into the racing circuit (including the car mentioned above) and therefore I assume full responsibility for the use of the above objects within the racing circuit and in its ancillary areas, and pledge to pay

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- compensation for any damage caused directly and/or indirectly to persons and/or things, without exceptions, both within the circuit and in its ancillary areas and structures;
13. I pledge to use the circuit at the conditions set forth in the general regulations which is an integral part of this statement for all legal effects, with the exception of any form of competition unless it is included in the type of session to be performed;
 14. I pledge to perform a first lap of the facility with the purpose of checking its conditions and to inform timely ACI Vallelunga S.p.A. of any irregular condition. If no communications/remarks/criticism are expressed following the inspection lap, the conditions of the facility will be considered as tacitly approved. I, the undersigned further declare that I viewed the equipment and services of the circuit and that they meet my needs, and that I release Progei Spa, ACI Vallelunga S.p.A. from any financial or non-financial consequences possibly caused by accidents due to the conditions of the facility and of the equipment;
 15. I pledge, thereby accepting all civil and criminal liability toward third parties or assignees, not to allow anybody else to drive the above mentioned vehicle within the facility;
 16. I pledge to wear the suitable apparel;
 17. for the purpose of this agreement I am domiciled at the address mentioned therein.
 18. I declare that I have read the Emergency Plan available on the website of the track www.vallelunga.it and/or I have collected a copy from the reception of the circuit
 19. to use the Vallelunga Pole facilities in compliance with the conditions set forth in the General Regulations (available in the "Regulations and Security" section of the website www.vallelunga.it);
 20. 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 24 hours after 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 _____

I, the undersigned, declare that I have read and accepted, in compliance with art. 1341 e 1342 of the Civil Code, the clauses n. 1., 4., 5., 7., 8., 9., 10., 11., 12., 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)

