

**INFORMED CONSENT AND DECLARATION REGARDING THE USE OF FUNCTIONAL POLE OF IMOLA'S CIRCUIT
(HEREINAFTER ALSO REFERRED TO AS THE "CIRCUIT")**

On the following days _____

The Undersigned (surname) _____ (name) _____

born in _____ on ____/____/____

residing in _____

address _____ post code _____

phone/mobile phone no. _____ e-mail _____

holder of a driving license class _____ no. _____

holder of a licence n. _____ category _____ ASN _____

Car _____ plate _____

DECLARES

1. to have examined the current condition of the track and of the technical support services available at the Circuit, including the applied safety measures, and to have ensured its efficiency and compliance with the Undersigned's requirements, and to therefore release Formula Imola S.p.A., as renter, Con.Ami as concessionaire of the Functional Pole International Circuit Enzo and Dino Ferrari and the Municipality of Imola as the Circuit owner in the widest possible manner, personally and on behalf of his successors or assignees in any way, from any consequence resulting from the planned activities, including incidents and/or accidents caused by the condition of the track, equipment and Circuit services;
2. to have examined the provisions contained in the General Regulations of the Circuit, which make an integral part hereof, and to be aware that the terms and provisions of the General Regulations are affixed on the notice board in the paddock area and available online at www.autodromoimola.it, and in particular to be familiar with the rules and precautions that track users are expected to observe, accept them all unconditionally and undertake to observe them;
3. to be aware of the provisions of the current legislation regarding the containment and management of the epidemiological emergency from COVID-19 and to abide by and comply with the provisions of the current reference discipline; furthermore, declares under its own responsibility:
 - not to be subjected to the measure of quarantine (even voluntary) or not to be, at the moment, positive for COVID 19;
 - not to have symptoms such as conjunctivitis, fever higher than 37.5 °, cough or breathing difficulties or any other symptoms presumably attributable to COVID-19 infection;
 - not to have been in close contact with a person and / or family member affected by COVID-19 in the last 14 days (as defined in the directive of the Ministry of Health of 22.02.2020 Coronavirus COVID-19);
 - to be aware of the contagion containment measures in force today and to have complied with the provisions issued by the competent authorities such as quarantine, social distancing, use of masks and more;
4. to be in perfect physical and mental health conditions and not to use any substances (alcohol, drugs, medications etc.) likely to affect or alter efficiency and to be in possession of a valid medical certificate certifying his physical and mental health with what foreseen by the health dm dated 24th April 2013 and by art. 42bis dd.l. 21st June 2013 n. 69 and to therefore release Formula Imola S.p.A., Con.Ami and the Municipality of Imola from any liability for any physical problems which he may experience during the performance of the planned activities;
5. to be the holder of a currently valid driving license and to have an adequate information and training on the specific risks of the activity undertaken on the track;
6. to have an available vehicle which must be ideally suitable for the planned activity and to undertake to wear special technical gear and suitable protectors during on-track activities;
7. not to let any other person access the track with the above specified vehicle, hereby undertaking to accept all connected responsibilities and any civil, administrative or criminal penalty resulting from failure to comply with this rule;
8. to undertake to complete the first few laps around the track at low speed for sighting purposes only, and to hereby acknowledge that continuing in the performance after the first sighting laps implicitly indicates that perfect familiarity with the track has been acquired and to be aware of its technical difficulties and to be able to carry out the planned activity;
9. to have adequate insurance coverage against all risks (including the risk of death, partial or total permanent disability) as well as third-party liability insurance without the right of recourse in accordance with art. 1916 of the Italian Civil Code;
10. to be fully informed of the noise restrictions contained in the Act no. 447/1995, the Presidential Decree no. 304/2001 and the dispositions contained in the acoustic classification plan of Imola's Municipality (available on the website <http://trasparenza.nuovocircondarioimolese.it/imola/amministrazione-trasparente/pianificazione-e-governo-del-territorio/nuova-pianificazione-adottata-psc-rue-ca/approvazione>) to authorize that the vehicle used be subjected to a verification on the effective acoustic emissions generated and to be aware, and accept, a fixed system monitoring the entries which measures the leq (A) for each hour of activity, the daily average of the period from 9 a.m. to 6.30 p.m. and the period from 6 a.m. to 10 p.m. and a dynamic system which measures the emissions, and that, in case values are exceeded or the detection of a tendential exceeding, Formula Imola S.p.A. has the right to suspend and/or interrupt the activity going on without having to pay any compensation and/or damages;
11. to use the track at his own risk and peril and to be in any case fully aware of - and to declare to expressly and knowingly accept - all the risks connected with the performance of the planned activity, also with reference to the simultaneous presence of other vehicle drivers/riders on the track, being aware that any activity within the Circuit will be performed at his own risk and peril and expressly declaring, for all intents and purposes, to explicit acceptance of the performance of the planned activity on his own exclusive

- responsibility, experiences and / or knowledge. In this logic, he declares to know and accept the presence on the track of other drivers with vehicles, whose behavior may constitute a source of risk and whose responsibility, in the hypothesis, is in no way attributable to Formula Imola S.p.a. ;
12. to observe correct, loyal and responsible behavior on the track towards the other drivers of vehicles and the personnel in charge, in addition to respect the signals of the track marshals under penalty of immediate exclusion from the day's activities which may be unquestionably sanctioned by Formula Imola S.p.a.;
 13. to be fully aware that:
 - it is strictly forbidden to reverse or turn in the opposite direction to that envisaged; moreover, it is forbidden to pause or stop on the track and in the event of a forced stop, the vehicle or motor vehicle must be pushed to the side of the track and in any case out of the trajectories of any other users. In this case, it is required to facilitate the movement of the vehicle by assisting the marshals or, when unable, by reporting the obstacle immediately;
 - if an obstacle of any nature is seen or it is verified that the track conditions are not suitable for the test +being carried out, you are immediately required to inform the nearest safety and rescue officer; if one fails to notify the persons in charge, the perfect state of the structure is approved;
 - it is forbidden to make supplies or repair inside the track and it is also strictly forbidden to cross the track on foot with the vehicle or motor vehicle except at the times permitted and specifically regulated;
 - on the track it is strictly forbidden to perform any kind of stunt with one's own vehicle that could create danger for oneself and for other users. Violators will be immediately invited to return to the pits and subsequently they may be prevented from participating in subsequent test sessions and more generally, the use of the track itself in the future;
 14. to release, in the widest possible manner, personally and on behalf of his successors or assignees in any way, Formula Imola S.p.A., Con.Ami and the Municipality of Imola, from any consequence - without any exception whatsoever, for the Undersigned and for any third party - resulting from accidents, incidents and from subsequent activities (including, but not limited to, fire fighting, emergency care and rescuing activities etc.) and to release in the widest possible manner, personally and on behalf of his successors or assignees in any way, Formula Imola S.p.A., Con.Ami and the Municipality of Imola, the Circuit personnel and other members of the organisation, including all the persons appointed by them to carry out tasks within the Circuit and/or to assist in the performance of such tasks, from the obligation to pay any sums of money by way of compensation for damages, indemnification, reimbursement etc. - both for the undersigned person and for any third party - in the event of accidents, incidents and any subsequent activities, whatever the duration, outcome and/or consequences of such events, which may occur during the planned activities, and this notwithstanding the cause of the accident, incident and/or injury - including accidental occurrences and cases of force majeure - and notwithstanding the party deemed responsible, be it Formula Imola S.p.A. , Con.Ami and the Municipality of Imola, their respective organisations, employees and appointed persons, and more generally, any other person concerned, including through negligence, and including any occurrence during the performance of any activities subsequently to the accident, incident and/or injury;
 15. to be aware of and undertake to comply with the prohibition (Article 8.2 of the General Regulations of the International Circuit Enzo and Dino Ferrari in Imola) to leave waste inside the circuit, even of a special nature, such as, for example: tires, batteries , containers containing oil / petrol and parts of the vehicle in general etc. The materials intended to be disposed must be properly disposed of at your own care and expense. In the event that this is not respected, there is an obligation to reimburse the disposal costs to Formula Imola S.p.a. . Furthermore, Formula Imola S.p.a. reserves the right to make an appropriate report to the supervisory authorities in charge, reserving the right of recourse against the responsible party or the person to whom has been granted the temporary use of the Circuit, should it be exposed for this reason to the payment of a penalty;
 16. to accept to fully and exclusively repay any damages caused, either directly or indirectly during tests, to the facilities of the Circuit "Enzo e Dino Ferrari" of Imola, to other drivers/riders, to their vehicles and property, to third parties - without any exceptions, be they spectators, passengers, guests or other persons carrying out any activity or happening to be at the Circuit for any reason (including photographers, press officers or other persons carrying out commercial and/or professional tasks) or members of the organisation, and including any other persons appointed by them to carry out tasks or functions at the Circuit and/or assist in the performance thereof (including, but not limited to, track marshals, fire-fighting personnel, medical and health care professionals, photographers, press officers, media workers etc.) as well as their property, and to hereby release Formula Imola S.p.A., Con.Ami and the Municipality of Imola, in the widest possible manner, personally and on behalf of his successors or assignees in any way, from each and any connected liability, and holding them harmless from any claim for damages which may be submitted to them by third parties and assignees for the above mentioned reasons, and undertake to indemnify them for all the expenses and charges incurred by them for any reason in the interest of the Undersigned;
 17. to be aware that the parking and paddock areas located inside the Circuit are not guarded, and to therefore release Formula Imola S.p.A., Con.Ami and the Municipality of Imola from any responsibilities in connection with thefts, damaging and/or loss of any equipment or material left or stored at the Circuit;
 18. to accept, without raising any exception or submitting damage or indemnification claims, that Formula Imola S.p.A., if necessary and at its own exclusive discretion, may modify, revoke or suspend, even during ongoing activities, the rules governing the use of the track and of other circuit facilities;
 19. that the activity is with character (please tick the type of activity):
 - competitive sport;
 - non competitive sport;
 - unorganized recreational ludic;
 - working;
- and, if requested, provides to show to Formula Imola S.p.A. copy of its own medical certificate of physical fitness;
20. the undersigned also declares to have been informed by the Data Controller that any processing of its personal and / or health-related data is necessary in order to prevent contagion from the so-called Coronavirus, so as to protect the safety of individuals, as a fulfilment related to the anti-contagion security protocols adopted by the Company pursuant to art. 1 paragraph 1, letter z) et gg) d.l. n. 19/2020 and its implementation measures and art. 1, paragraph 14, d.l. n. 33/2020 (as specified in the shared regulatory protocol of measures to combat and contain the spread of Covid-19 in the workplace dated 14 March 2020 updated on 24 April 2020). The legal basis is therefore the need for processing for the execution of a task of public interest to which the Data Controller is invested and, with specific regard to data relating to health (so-called details), for the acquittal of the obligations of the Data Controller. in the field of labor law and social security and social protection.

21. the undersigned declares to have read the information on the processing of personal data pursuant to European Regulation 679/2016 and Legislative Decree 196/2003 as amended by Legislative Decree 101/2018. The complete information on the processing of personal data follows this document and can in any case be viewed with the relevant updates on the website <https://www.autodromoimola.it>

In case of underage people the declaration has to be signed by both sides involved in the parental liability

Legible Name and Surname of parent (minors only)

Legible Name and Surname of parent (minors only)

(Signature)

(Signature)

(Signature)

The following clauses are specifically approved in accordance with arts. 1341 and 1342 of the Italian Civil Code: 1) track status and safety; 2) general regulation of the Circuit; 3) anti Covid-19 regulation; 4) health status and physical fitness certification; 5) license or driving title; 6) vehicle efficiency; 7) vehicle liability; 8) recognition and confirmation of activities; 9) rct insurance policy; 10) acoustic discipline; 11) physical risks and exercise of activities; 12) behavior on the track; 13) special provisions of the track 14) release from liability; 15) assumption of compensation; 16) parking; 17) suppression, interruption and suspension of activities; 18) activity characteristics; 19) privacy statement EU Regulation 679/2016.

In case of underage people the declaration has to be signed by both sides involved in the parental liability

Legible Name and Surname of parent (minors only)

Legible Name and Surname of parent (minors only)

(Signature)

(Signature)

(Signature)

PERSONAL DATA PROCESSING INFORMATION

Formula Imola S.p.A, as Data Controller of personal data pursuant to art. 4 and art. 13 of the EU Regulation 2016/679, would like to inform you that it will process your personal data manually and/or with the support of IT means for the purposes indicated below

Data Controller and DPO (Data Protection Officer)

The Data Controller is Formula Imola S.p.A., with registered office in 40026 - Imola (BO), Piazza Ayrton Senna da Silva n. 1, P.I. 02823951203,

pec: info@pec.autodromoimola.it. The data controller has appointed a DPO (Data Protection Officer), lawyer Chiara Ciccia Romito who can be contacted at the e-mail address dpo@autodromoimola.it.

Type of data processed

The personal data being processed are identification data (name, surname), contact data (address and place of residence, telephone and personal email) and data relating to the possession of the driving license, the issuing body, the expiry date, the driving license and the vehicle category and license plate.

Purpose of data processing

The personal data you provide will be processed for related purposes:

1. to carry out competitive sports activities; non-competitive sports; unorganized recreational ludic and working within Imola Circuit;
2. the fulfillment of legal obligations under the fiscal and tax legislation;
3. sending, by means of paper and / or digital means, promotional and advertising material, opinion polls regarding the activity of the Circuit and for communication and transmission to our commercial partners.

Legal nature of the conferment

The provision of data by the interested party for the pursuit of the purposes referred to in points 1) and 2) is mandatory; while the provision of data for the purpose referred to in point 3) is optional, however, in the event of failure to provide it, the holder will be unable to carry out the processing operations connected to this purpose.

Legal basis of the processing

The legal basis of the processing for the purposes referred to in point 1) is for the fulfilment of contractual services on request of the party pursuant to art. 6 lett. b) EU Reg. 679/2016; the legal basis of the processing for the purposes referred to in point 2) is represented by the fulfilment of a legal obligation pursuant to art. 6 lett. c) EU Reg. 679/2016; the legal basis of the processing for the purposes referred to in point 3) is in the consent expressly expressed by the interested party, which can be revoked at any time, as required by art. 6 lett. a) EU Reg. 679/2016.

Categories of addressees of personal data

The data processed will not be disclosed to third parties. In addition to the data controller, the recipients of the acquired data may in any case be:

- entities, professionals, companies or other structures in charge of processing related to the fulfilment of administrative, accounting and management obligations related to the ordinary performance of our economic activity;
- public authorities and administrations for purposes related to the fulfilment of legal obligations or to subjects entitled to access it by virtue of the provisions of the law, regulations, community regulations;
- banks, financial institutions or other subjects to whom the transfer of the aforementioned data is necessary for the performance of our company's business in relation to our fulfilment of the contractual obligations assumed towards you;
- business partners carrying out activities strictly connected and / or complementary to the services offered and / or made available by Formula Imola S.p.a, such as furniture suppliers, hotel accommodation suppliers and technical structure suppliers.

The list of data processors is available on request.

Methods of data collection and storage times

The personal data collected will be processed in compliance with the principles of lawfulness, correctness and transparency and in any case in such a way as to guarantee their security and maximum confidentiality. Your data will be stored in a form that allows identification of the same for a period of time not exceeding the achievement of the purposes for which the data were collected. The personal data collected for the purposes referred to in point 1)

Formula Imola S.p.A. a Socio Unico

Sede legale: Piazza Ayrton Senna 1 - 40026 Imola (BO) • tel. +39 0542 655111 • fax +39 0542 30420 • www.autodromoimola.it Capitale sociale: Euro 2.000.000 i.v.

• Numero di iscrizione al Registro delle Imprese di Bologna, P.IVA, C.F. 02823951203 • REA n. 470281 Soggetta alla direzione e coordinamento da parte del consorzio CON.AMI Codice Fiscale 00826811200

will therefore be kept for the time necessary to pursue the legitimate interest of the holder and in any case always in compliance with the limitation principle. The data strictly necessary for tax and accounting obligations, once the purpose for which they were collected no longer exists, will be kept for a period of 10 years as enshrined in art. 2220 of the Italian Civil Code. The personal data collected for the purposes referred to in point 3) will be processed for the time strictly necessary to pursue the purposes, in any case not exceeding 24 months, and / or until the express withdrawal of consent by the interested party takes.

Data transfer

The Data Controller does not transfer personal data to third countries or to international organizations.

Rights of the interested party

Pursuant to articles 15 - 22 of the Regulations, we inform you that with regard to the processing of your personal data, you can exercise your rights: right of access to personal data; right of rectification and integration of personal data; right to delete data ("right to be forgotten"); right to limitation of processing; the right to lodge a complaint with the Guarantor for the protection of personal data, following the procedures and indications published on the official website of the Authority www.garanteprivacy.it; right to data portability; right not to be subjected to a decision based solely on automated processing, including profiling; right to withdraw consent at any time. The exercise of rights is not subject to any formal constraints and is free.

How to exercise the rights

The interested party may at any time exercise its rights by sending:

- a registered letter with return receipt to Formula Imola S.p.a - Piazza Ayrton Senna da Silva n. 1 – 40026 Imola (BO)
- an e-mail to the pec address: info@pec.autodromoimola.it

DECLARATION OF CONSENT FOR SENDING PROMOTIONAL AND ADVERTISING MATERIAL

The undersigned declares his specific consent for the processing of personal data that may be processed by Formula Imola S.p.A, as Data Controller, for sending promotional and advertising material. The undersigned declares to have received complete information pursuant to art. 13 and 14 of EU Regulation 2016/679, and expresses consent to the processing of data relating to the purposes above described.

I AUTHORIZE

I DO NOT AUTHORIZE

In _____, ____/____/____
Signature _____

Signature _____