



**ACCEPTANCE OF RESPONSIBILITY:
USE OF TRACK (driver/rider under 18)**

FORM NO. **M-127**

REV. 4 of 10.05.21

MUGELLO CIRCUIT SpA
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 his/her own risk and peril) with/without the right of exclusivity, on MARCH, 23-24-25-26-27 2022 the track at the Mugello International Circuit, on the understanding that MUGELLO CIRCUIT S.p.A (hereinafter, also, Circuit), may vary or interrupt use of the track, even during the session.

In relation to the above request the undersigned person declares:

1. To use the track under the conditions provided for by the General Regulations of the Circuit, already duly accepted, and to fully adapt to the conditions contained therein for the use of the Paddock Area and the stay inside the Circuit, as well as to any safety and in compliance with the additional information that will be provided by MUGELLO CIRCUIT SpA 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 condition necessary to drive a vehicle in accordance with applicable provisions of the Highway Code, and with the regulations and guidelines of the competent Sports Federations;
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 and/or in any case 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 and all claims, including compensation, against MUGELLO CIRCUIT SpA;
6. To indemnify, within the limits established by applicable laws, both in his/her own name and for his/her successors and assignees for any reason, MUGELLO CIRCUIT SpA from any and all obligations to pay compensation of any kind, by way of compensation for damages, indemnities, reimbursements, etc., in the event of any accident, whatever its duration, its outcome and the relative consequences that may occur to the signed on the occasion of the test, and whatever the cause of the accident may be attributable to anyone, including the undersigned, to MUGELLO CIRCUIT SpA, its organisation, its supervisors and all its employees, with the express exclusion of cases of wilful misconduct or gross negligence of MUGELLO CIRCUIT SpA, of its organisation, its staff and employees as well as the personnel it employs to carry out the services connected with the Event.
7. That he/she indemnifies, within the limits established by applicable laws, both in his/her own name and for his/her successors and assignees for any reason, MUGELLO CIRCUIT SpA from the claims that could be advanced for any reason by third parties, as a consequence of the use by the undersigned of the circuit of the Circuit. The undersigned relieves MUGELLO CIRCUIT SpA, its staff and the people in charge of the Circuit, from every and any responsibility that may arise as a consequence of the activity that the undersigned intends to carry out inside the Circuit, with express exclusion of the cases of malice or gross negligence of MUGELLO CIRCUIT SpA, of its organisation, of its supervisors and employees, and of the staff it will use for the performance of the services related to the Event.
8. 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 of the Italian Civil Code.
9. The undersigned person shall also:
 - observe, and ensure observance by any passengers and accompanying persons, of the Regulations and all instructions given by the personnel and in any case the 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.
10. 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.



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If this form is signed by a person under 18, the following tables must be completed by the person with parental responsibility.

The undersigned:

Name and surname:			
Born in:		on:	
address/street:		no:	
town/city:		Postcode:	
ID card no.:		tel/email:	

Name and surname:			
Born in:		on:	
address/street:		no:	
town/city:		Postcode:	
ID card no.:		tel/email:	

As:

- parents with parental responsibility (Article 315 of the Italian Civil Code);
- legal guardian (Article 348) of the Italian Civil Code;
 - hereby consent to the above-named minor using the track at the Mugello International Circuit at the Event;
 - Confirm that they have read this document and unconditionally accept all its contents;
 - provide all of the representations and warranties contained in this document and equally, they accept the obligations.

Signature in full _____

Signature in full _____

In accordance with Articles 1341 and 1342 of the Italian 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.

Signature in full _____

Date 23.03.22

Signature in full _____

For acceptance
Mugello Circuit SpA _____

Signature of parents who jointly have parental responsibility (Article 316 of the Italian Civil Code or Article 337 ter of the Italian Civil Code)

A _____

B _____

a copy of valid ID for both parents is attached

in the absence of one of the two parents, a power of attorney of the absent parent is attached

Signature of the parent who has parental responsibility individually or for events or by order of the Judicial Authority (Article 316 of the Italian Civil Code or 337 quater of the Italian Civil Code).

A _____

a copy of valid ID is attached

authority from the family court

Signature of the parent who has parental responsibility individually due to the other parent being prevented, because of their absence, incapacity or another impediment (Article 317 of the Italian Civil Code)

A _____

a copy of valid ID is attached, as well as certification of the reason for the impediment



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PRIVACY POLICY

PURPOSE AND METHOD OF DATA PROCESSING

The personal data provided by the data subject, including the minor ("Data") 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 SpA ("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 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 SpA, 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.

DATA RETENTION

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 are used unlawfully.

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

Place and date Scarperia (Fi), 23.03.22

Signature _____

Signature of the declaring parents

Signature in full _____

Signature in full _____



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