

# AUTODROMO DI FRANCIACORTA



## DISCLAIMER

Date ...../...../.....

This declaration is valid and efficative for one year, without the need of confirmation.

The undersigned Mr/Mrs/Ms .....

born at ..... on the ...../...../.....

resident at .....

type of I.D. document ..... number .....

issued by ..... expiry date ...../...../.....

Telephone ..... Fax..... e-Mail .....

Where applicable:

Having parental authority on behalf of a minor son/daughter name .....

born at ..... on the ...../...../.....

resident at.....

holder of the following valid type of I.D.  
document.....

- 
- Whit car/motocycle/kart provided by the management company

**Applicant's signature X** .....

- Whit car/motocycle/kart model .....frame.....

Of which assumes each responsibility for its suitability and technical adequacy

**Applicant's signature X** .....

### ASKS

- 1) at his/her own risk and peril, to use, not exclusively but with the others, the facilities allocated by the Managing Company's kartodromo Cave di Castrezzato srl P.IVA 03482640178 and Franciacorta Eventi Srl P.IVA 03460240983 (hereafter "Managing Companies") and he/she accepts, without reserve, the right of the Managing Company to halt or suspend the use of the circuit at its discretion without obligation to pay any refund or compensation. The undersigned know that this activity is dangerous and he/she takes every risks.

In relation to the request as formulated above, the undersigned

### DECLARES

on his/her behalf or the person represented:

- 2) to have examined the circuit's situation, the facilities and services offered by the circuit and by the kartodromo to have found it corresponding of his/her needs.
- 3) to have read the Autodromo's General Rules, to accept all that rules and to follow them.
- 4) to have examined the tariffs and other conditions to use the circuit,

- 5) to know that this Authorization regards only the right to use the circuit, not exclusively but with the others, during the test, and the Managing Companies don't have the obligation to provide other services (for example and non-exhaustive) as medical service, fire service, timing service, light signalling service or with flags;
- 6) to respect all provisions and indications given by Managing Companies, them employees and people in charge during the test;
- 7) to know that the Managing Companies can suspend the test to remove any obstacles on the circuit, without responsibilities about the early intervention and without warranty of the continuation of the test;
- 8) to attend to the circuit to signal any obstacles to alert other pilots and the Managing Companies;
- 9) to know that the Managing Companies can use any images and videos ad evidences;
- 10) to know that this authorization is valid for all uses of the structure, if the undersigned has the pass for more revenues;
- 11) the Managing Company, in every moment, can revoke the authorization to use the circuit, when it believes unsuitable the pilot or the car/motorcycle;
- 12) to be in perfect physical and mental health and to not use substances (alcohol, drugs, medicines etc..) which could alter or maim his/her efficiency
- 13) to undertake wearing suitable clothing and equipment during the test drive/ride
- 14) to assume any responsibility of the car/ motor cycle/ kart described above and used for the test, is technically adequate and suitable;
- 15) to release therefore the Managing Companies Cave di Castrezzato srl and Franciacorta Eventi srl and the Controlling Company of the facilities Cave di Castrezzato srl (hereafter "Controlling Company"), their organs, people in charge, employees and personnel from whatever responsibility for whichever damages to the undersigned or to the car/motorcycle (even if owned by a third party) as a consequence of possible accidents, even if caused directly or indirectly by the situation of the circuit and of the facilities or its service
- 16) to release, however in the broadest terms, for his/herself and successors of whatever title, the Managing Companies and the Controlling Company, their organs, people in charge, employees and personnel from any obligation to pay sums to anyone, including third parties and transported third parties, as compensation for damage, indemnity, refund or whichever other title in the case of any type, nature or entity of accident, caused by whoever and however, including the Companies themselves, their organs, people in charge, employees and personnel on the occasion or during the "educational and recreational test drive/ride" which the undersigned asks to carry out. The refund of any possible damage caused, directly or indirectly to the facilities, to other drivers/riders, to anybody else's mechanical means and to other third parties whether they be spectators or members of the organization, will be on his/her total and exclusive liability;
- 17) to know that the autodromo's and kartodromo's parking area is unguarded and to release the Managing Companies and Controlling Company from any responsibility for theft and damages to vehicles or materials situated there, for any reason.

**Applicant's signature X**

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In compliance with the articles 1341 and 1342 of the Civil Code the undersigned explicitly approves the above clauses numbers: 1, 3, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16

**Applicant's signature X** .....

In accordance with the provision of D.L.vo June 30<sup>th</sup> 2003 n. 196 the undersigned explicitly gives consent to the processing of personal data by Cave di Castrezzato srl and Franciacorta Eventi srl operatives. All the requested data above are indispensables to take part of the Safety Driving Course and to carry out its obligations, even of the law. The data, even if sensitive, will be processed exclusively to carry out the obligations and for managing the contractual relationships connected with participation of the course. Data, except that which are sensitive, will be used for marketing means, promotional activities, for sending information and publicity, for opinion polls concerning the kartodromo and its partners. Data processing may take place using manual methods and/or with electronic or telematic devices by personnel.

The list of the personnel is available on request.

**Applicant's signature X** .....

**This is a translation of the original italian text which is the one to be abided by.**

