



**ASSUMPTION OF RESPONSIBILITY:**  
**USE OF TRACK (driver/rider)**

FORM NO. **M-126**

REV. 5 of 30.12.21

**MUGELLO CIRCUIT SpA**  
Via Senni 15, Scarperia e San Piero (FI)

The undersigned*:			
Born in*:		on*:	
address/street*:		no.*:	
town/city*:		Postcode*:	
telephone:		email:	
Driving licence:		Issued by:	
Competition licence:		category:	
Vehicle type:		Registration number:	
Group/class:		cc:	

**REQUESTS**

to use, at their own risk, with/without exclusive rights on **13th/14th/15th August 2023** the track of the Mugello International Circuit, it being understood and agreed that MUGELLO CIRCUIT SpA (hereinafter, also "Circuit") reserves the right to modify or interrupt (temporarily or permanently), even during the trial, the use of the track.

In relation to the above request the undersigned person declares:

- To use the track under the conditions provided by the General Regulations of the Circuit, already duly accepted, and to comply *in full* with the conditions contained therein for the use of the Paddock Area and the stay inside the Circuit, as well as all safety and in compliance with the additional information that will be provided by MUGELLO CIRCUIT S.p.A. and the organisers of the event.
- That he/she has read and been informed of the safety measures and first aid facilities available, and has approved them;
- that at the time of accessing and/or using the track, he/she is in the mental and physical conditions necessary to drive a vehicle in accordance with applicable provisions of the Highway Code, and with the regulations and guidelines of the competent Competitive Federations;
- 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.
- 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;
- To indemnify, within the limits provided by the applicable laws, both on its own behalf and on behalf of its successors and assignees for any reason, MUGELLO CIRCUIT SpA from any and all obligations to pay compensation of any kind, as compensation damages, indemnities, refunds, etc., in the event of any injury and/or damage, whatever its duration, its outcome and related consequences that may occur to the undersigned company, its employees, and/or external contractors, and/or third party visitors, and to the users of the Event who use the track with the company's vehicles during the Event, whatever the cause of the injury and/or damage may be for anyone, including MUGELLO CIRCUIT SpA, its organisation, its supervisors and employees, except in the case of wilful misconduct or gross negligence on the part of MUGELLO CIRCUIT SpA, its organisation, its supervisors and employees as well as the personnel it employs to carry out the services connected with the Event.
- 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 track of the Circuit. The undersigned relieves MUGELLO CIRCUIT SpA, its personnel 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 cases of malice or gross negligence by MUGELLO CIRCUIT SpA, its organisation, its supervisors and employees, and by the personnel it will use for the performance of the services related to the Event.
- 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.
- 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 and/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.
- 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.

The undersigned person expressly confirms all of the above, for all legal purposes.

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, 8, 9 and 10 of this document and specifically approves them in writing.

Date **13th August 2023**

Signature in full Mr/Ms \_\_\_\_\_

For acceptance  
Mugello Circuit SpA \_\_\_\_\_



## **ASSUMPTION OF RESPONSIBILITY:** **USE OF TRACK (driver/rider)**

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### **PRIVACY POLICY**

In compliance with current legislation on the processing of personal data, as defined by the provisions contained in Articles 13 and 14 of Regulation (EU) 2016/679 ("European privacy legislation [GDPR]"), this Privacy Statement describes the processing activities of personal data carried out by Mugello Circuit SpA ("Mugello Circuit").

#### **A - Purpose of Data Processing**

Personal data provided hereunder ("Data") will be processed to provide (i) providing the requested service as well as (ii) fulfilling any and all legal obligations in connection with the services (hereinafter, collectively, the "Activities").

The types of Data that Mugello Circuit processes are personal identification and contact data provided directly by you as part of this document.

#### **B - Method of Data Processing**

Your personal data will be processed using the appropriate printed and electronic, strictly in relation to the purposes and in a way that guarantees the protection, confidentiality and security of the data in accordance with the GDPR..

#### **C - Legal basis for Data processing**

Data processing takes place in accordance with Article 6 (1) (b) of the GDPR, in the performance of the contract, as well as in accordance with Article 6 (1) (c) of the GDPR, i.e. to fulfil a legal obligation to which Mugello Circuit is subject.

#### **D - Consequences of refusal to provide Data**

The provision of Data is in principle optional; however, if the Data is not provided, it will be impossible to carry out the Activities.

You are, in any event, required to provide Data in those cases expressly provided for by law and/or by tax and administrative provisions; in such cases, refusal to consent to the processing and disclosure of the Data as requested, will mean that Mugello Circuit is unable to fulfil the corresponding legal, administrative and/or fiscal obligations.

#### **E - 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. The Data will not otherwise be disclosed.

#### **F - Transfer of Data outside the European Economic Area**

In the context of contractual relations of the Mugello Circuit, the Data may be transferred outside of the European Economic Area, and may also be included in databases operated by third-party companies working on Mugello Circuit'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 European privacy legislation.

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 - among others - any agreements based on the standard contractual terms for transferring data outside the EEA, approved by the European Commission.

#### **G - 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.

You may contact the Data Protection Officer of the Ferrari Group at the following e-mail address [privacy@ferrari.com](mailto:privacy@ferrari.com).

#### **H - Data Retention**

Data relating to:

- accounting and billing records are also kept for 11 years in compliance with applicable tax laws;
- the management of entries to the Circuit are kept for five years to protect the company's assets in case of theft or illicit acts of any kind;
- this disclaimer is kept for 10 years from the event in which you participated;
- the track images are kept for five days, except in case of an accident for which the fragment of the video with the event is saved for 10 years.

Data may be kept for a longer period, to manage any disputes relating to the Activities.

#### **I - The rights of the Data Subject**

You have the following rights:

1. the right of access, in other words, the right to obtain from Mugello Circuit, confirmation of whether the Data are being processed and if they are, to access them;
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;



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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;
6. The right to contact the competent data protection authority in the event of unlawful processing of Data, which can be contacted at [www.garanteprivacy.it](http://www.garanteprivacy.it).

You may exercise these rights by contacting Mugello Circuit S.p.A., via Senni 15, 50038 Scarperia e San Piero (FI), Italy, or at the following email address: [privacy@mugellocircuit.com](mailto:privacy@mugellocircuit.com).

The deadline for replying to the Data Subject is one month, which can be extended up to two months in particularly complex cases. The exercise of these rights is, in principle, free of charge; Mugello Circuit reserves the right to ask for a contribution in the event of manifestly unfounded or excessive (also repetitive) requests, also in light of the indications that the Italian Privacy Guarantor may provide.

**I have read and understood the privacy policy above**

Place and date 13th August 2023

Signature \_\_\_\_\_