

Friday, 04th may 2012

Trackday-Automobile „subject to change !“

vehicles with road license (= street-legal + number plate + insurance)
and racecars in separated Groups (incl. 90 Min. Lunchbreak)

Pistenclub membership:

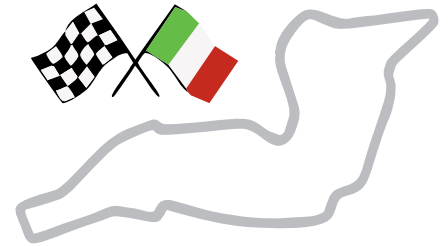
To obtain all the benefits from a Pistenclub membership, please download the form "Membership Pistenclub" from our website www.pistenclub.com (-> Downloads) where you may also get further informations.

(http://www.pistenclub.de/Portals/0/Mitgliedschaft/Membership_Pistenclub_2012_english.pdf) Or call us: tel: +49 (0) 2153 - 95 13 11 !

Hereby, I (we) confirm booking for above event with ___ vehicle(s)

Participation fee per vehicle (guided laps incl.): with road licence without road licence

- | | |
|--------------------------------|---|
| guided laps (09:00-09:30) | <input type="checkbox"/> 30,- Euro (40,- CHF) |
| forenoon (road legal) | <input type="checkbox"/> 290,- Euro (370,- CHF) for members |
| afternoon (road legal) | <input type="checkbox"/> 290,- Euro (370,- CHF) for members |
| whole day (road legal) | <input type="checkbox"/> 490,- Euro (620,- CHF) for members |
| whole day (race cars) | <input type="checkbox"/> 590,- Euro (740,- CHF) for members |
| 2nd driver | <input type="checkbox"/> _____ add. 95,- Euro (120,- CHF) |
| passenger | <input type="checkbox"/> _____ add. 25,- Euro (35,- CHF) |
| pit / box | <input type="checkbox"/> _____ add. 250,- Euro (320,- CHF) |



Total membership fee of 85,-EURO/135,-CHF is paid by cheque(+10,-€) bank transferred in favour of :

Total participating fee of EUR/CHF _____ is paid by cheque(+10,-€) bank transferred in favour of :

€ EURO Pistenclub-Konto Nr. 18 01 22 45 – Sparkasse Krefeld – BLZ: 320 500 00
(IBAN : DE66 3205 0000 0018 0122 45 – SWIFT-BIC : SPKRDE33)

☑ CHF Pistenclub-Konto Nr. 16 5470 552 68 – Clearing-Nr. 770 – Basler Kantonalbank – Postkonto : 40-61-4
(IBAN : CH60 0077 0016 5470 5526 8 – SWIFT-BIC : BKBBCHBB)

Note: sending of this form is considered as obligatory registration !

Name : _____ Member No. _____

Adress : _____ experience on race track? yes no

Resident/Zip : _____ Country: _____

Telephon : _____ Fax: _____

mobil/GSM : _____ E-Mail : _____

Vehicle(s) make/model: _____ HP/kW : _____

I (we) agree to be bound by, and hereby acknowledge, all terms and conditions for both attending and participation, including, but not limited to, exclusion of the promoter's liability as printed overleaf :

City, Date

Signature(s)

please complete fully (both sites) and return either way by fax or post

- Participation Conditions, Contractual Agreement & Liability Disclaimer -

Nature of Event

Driver training on a circuit plant from which public traffic is excluded during the event. The circuit is a race track specifically selected bearing the relevant safety aspects in mind. The purpose of the event is to maximise the driver's ability and to optimise technique, along with control of the vehicle. The aim of the event is to improve vehicle control and driving safety.

The participation in the driver's briefing is an obligation for all participants - each driver has to know and accept the driving rules for this event!

Conditions for Participation

The event is open to standard and modified cars, choice of tyres is free. Trucks and motor cycles are not permitted. Every vehicle attending has to be in good technical condition and must be equipped with a tow off device. The event is open to all drivers in possession of a valid driving licence or in possession of any valid licence to drive the vehicle to be used. The driver

must be the owner of the vehicle to be used for the event. Where the driver is not the owner of the vehicle to be used, her/his application must be accompanied by a waiver on the part of the owner of the vehicle, or this waiver must be submitted before the beginning of the event, at latest. Under civil law, the driver is responsible for ensuring that this waiver is legally valid. It is not the responsibility of the event promoter to check whether the driver is the owner of the vehicle to be used or whether he has obtained a waiver from the owner of the vehicle; thus, without any doubt the driver bindingly enters into full legal responsibility according to this agreement accepting such conditions without any exclusion.

Miscellaneous Conditions

Use of seat belts is mandatory during driving on the track. Each passenger **MUST** wear a crash helmet when driving on the track and the minimum age of passenger is **18 years**, maximum 2 persons per car. It is strictly forbidden : to cross the boundary drawn i.e. by cones, to go back on the track, to reverse one's car on the track, to drive on the track in the opposite

direction ! It is absolutely essential that the instructions of all persons involved in the organisation of the event be obeyed. In addition to the charge for participation, each participant shall bear the operating costs for the vehicle(s) to be used, along with the costs of travel, board and lodging. The event promoter reserves the right to undertake all changes to the event occasioned

by force majeure (Act of God), for safety reasons, or in response to requirements imposed by official bodies, or even to cancel the event where this step is required due to extraordinary circumstances, without accepting any obligation of any kind to provide compensation. Otherwise, the event shall take place irrespective of weather, with no participation fee being refunded if the

participant should fail to appear.

The participants and accompanying persons may be agree with picture, sound and film footage during the event and also the free use of these recordings on the Pistenclub website and other Pistenclub publications.

Costs for the participants in cancellation of this booking:

Until 30 days before the event 75% of participation fee.

Until 14 days before the event 50% of participation fee.

At least 7 days before the event 75% of participation fee.

On the day of the event 100% of participation fee.

(Exceptions only for personal hardship or force majeure)

Liability Disclaimer

Participants (hereinafter to include applicants, drivers, teams, passengers, vehicle owners, vehicle keepers and their assistants) hereby declare irrevocably and agree to be courteous, sportsmanlike and not to surpass one's possibilities and those of one's car – also participants hereby declare that their participation in the event is at their own danger and at their own risk. They bear sole responsibility under civil and criminal law for all damages caused by themselves or by the vehicle used, unless any exclusion of liability is agreed under the terms of this agreement or the conditions of the event.

Conversely, the event promoter accepts absolutely no liability in respect of participants for any personal, material or property damages, either prior to, during or after the event. On submission of this application, participants formally waive any right - with the exclusion of recourse to law, in respect of themselves, their legal successors or those persons for whose maintenance they are liable, for any damages or accident suffered in connection with the event - to initiate proceedings or seek recourse from and against :

- the event promoter or promoters, including all associated clubs, associations and organisations;
- the assistants and instructors of the above;
- the circuit owner and its operators, other circuit operators and its staff, including circuit marshals and other companies engaged;
- authorities, racing services and any other persons associated with the organisation of the event;
- the body responsible for road construction, in the event that damages, including to accessories, are caused due to the surface finish of the roads to be used for the event;
- the subcontractors and servants of all of the persons, companies and bodies indicated above, except where damages are caused by deliberate action or gross negligence.

Furthermore, by this declaration, signatories release all of the above-mentioned parties completely from any claims made by third parties, in the event that such claims include the above-mentioned parties in co-liability in respect of any accident caused by one of the undersigned, or any other event resulting in damages.

In respect of any damages caused by participants to others or to the racing circuit site and its facilities during the event (i.e. guard rails), participants undertake to settle full associated costs immediately with the persons or party harmed directly on location. Each participant is himself responsible for liability waivers (preferably in writing) in respect of such claims as may be made by an assistant against the relevant participant on whose behalf the assistant is acting. The event promoter/s, including all associated clubs, firms, associations and organisers disclaim any responsibility in case of robbery. Otherwise, the event promoter is only liable to the extent that no exclusion of liability is agreed by means of this agreement's specification and designation. On submission of her/his application, each participant bindingly acknowledges this liability waiver and the conditions of participation fully and without any restriction.

I (we) do fully understand the above terms entirely, and I (we) hereby do enter into such contractual agreement :

City, Date:

Print Name(s):

Signature(s):

Messrs.

Formula Imola S.p.A.
Via Fratelli Rosselli n. 2
40026 Imola (BO)

Imola, _____

Re.: declaration regarding the use of Autodromo Internazionale "Enzo e Dino Ferrari" of Imola (hereinafter also referred to as the "Circuit") on the following day(s) _____

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. _____ issued on ____/____/____ by (issuing Authority) _____ valid until ____/____/____ and/or of a license class _____ no. _____
vehicle make _____ model _____ number 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. and the Municipality of Imola, 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 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 and to therefore release Formula Imola S.p.A. and the Municipality of Imola from any liability for any physical problems which he may experience during the performance of the planned activities;
4. to be the holder of a currently valid driving license;
5. 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;
6. 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;
7. 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 as well as the ability to carry out the planned activity and implies any other declaration made here above;
8. 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;
9. to be fully informed of the noise restrictions contained in the Act no. 447/1995 and the Presidential Decree no. 304/2001;
10. 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, his explicit acceptance of the performance of the planned activity on his own exclusive responsibility, also in the event that he does not have any previous experience and/or specific knowledge of the Imola Circuit;
11. to release Formula Imola S.p.A. and the Municipality of Imola, in the widest possible manner, personally and on behalf of his successors or assignees in any way, 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. 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. or 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;

12. 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. 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;
13. to be aware of the fact that the parking and paddock areas located inside the Circuit are not guarded, and to therefore release Formula Imola S.p.A. 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;
14. 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;
15. in accordance with the provisions of the Law Decree no. 196 dated 30 June 2003, the Undersigned expressly agrees to the processing of his submitted personal information and images by mechanical, manual and/or computerised or IT systems by Formula Imola S.p.A. through its appointed persons, in such a way as to ensure compliance with and fulfilment of the applicable legal obligations and the direct or indirect management of any relations in connection with the use of Circuit facilities and necessary for the participation in and fulfilment of legal obligations; in this respect, the Undersigned also acknowledges that the Data Controller shall be Formula Imola S.p.A., with registered office in Imola, via F.lli Rosselli n. 2, as well as the Data Controller's rights granted by art. 7 of the Law Decree no. 196/2003.

(Signature)

The following clauses are specifically approved in accordance with arts. 1341 and 1342 of the Italian Civil Code: 1), 2), 3), 4), 5), 6), 7), 8), 9), 10), 11), 12), 13), 14) et 15).

(Signature)

Data Submission & Dissemination Privacy - The Undersigned, in accordance with the provisions of the Law Decree no. 196 dated 30 June 2003, having acknowledged that the submission and dissemination of his personal information to third parties is optional and not included in the above mentioned contract purposes,

a) **direct marketing:**

authorises does not authorise

the processing of his personal data for marketing or promotional purposes, to enable the despatch of informative and advertising material, for opinion polls regarding the Circuit activity as well as the transmission and dissemination of such data for marketing purposes.

b) **notification to third parties for commercial purposes**

authorises does not authorise

the notification of his personal data and dissemination of his own images to third parties carrying out activities strictly connected with and/or complementary to the services supplied or made available by Formula Imola S.p.A. (e.g. technical supplies, furnishing supplies, hospitality supplies).

If the requested authorisation is denied, the Undersigned is aware that Formula Imola S.p.A. will be unable to offer important services connected with the fulfilment of its activity. The contract parties are granted the rights provided for by art. 7 of the Law Decree 196/2003.

(Signature)

The appointed Officer