



**AUTO  
DROMO  
di  
MODENA**

**Aerodromo Modena Spa**

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R.E.A. N 250566

Cap. Soc. € 4.914.134,63 i. v.

Centro Guida Sicura

www.autodromodimodena.it

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT - DATE \_\_\_\_\_**

Spett.le Aerodromo Modena S.p.a. –Strada Pomposiana 255/a 41123 MODENA Tel. 059/388711

**THE UNDERSIGNED**

**BORN IN** \_\_\_\_\_

**ON** \_\_\_\_\_

**RESIDENT IN** \_\_\_\_\_

**POSTCODE** \_\_\_\_\_

**TEL.** \_\_\_\_\_

**E-MAIL** \_\_\_\_\_

**HOLDER OF THE DRIVING LICENSE NO.** \_\_\_\_\_

**ISSUED BY** \_\_\_\_\_

**ON** \_\_\_\_\_

**VEHICLE** \_\_\_\_\_

**NUMBER PLATE** \_\_\_\_\_

**Whereas**

Aerodromo Modena S.p.a. is the owner of Autodromo di Modena (Autodrome of Modena) and related facilities and equipment, there including a track, used for practice sessions, test-driving and safe-driving of motorvehicles and motorbikes, and for organising and holding driving and road safety education courses as well as for implementing initiatives, events and shows pertaining to the automotive and motoring sectors. I, the undersigned:

**REQUEST**

to use (at my own risk) on a non-exclusive basis, the track and facilities managed by Aerodromo Modena S.p.A. (hereinafter AUTODROME OF MODENA), it is understood and agreed that:

- Autodrome, where deemed necessary at its own and sole discretion, reserves the right to modify, discontinue or interrupt, including in the case of practice sessions, use of the system.
- To have reached the age of majority at the date of signing this document and to hold therefore a valid driving license.
- Not to have reached the age of majority at the date of signing this document but to hold a regular racing license. (Contextual signature of the parents or the person with parental authority)

4. To be knowledgeable with the provisions set forth in the track rules and the precautions that the users of the autodrome are requested to observe.

5. That in relation to the foregoing, the vehicle mentioned above is fully suited to the practice session that I intend to perform.

6. Not to be under the influence of factors which may alter my personal psychological and physical conditions, holding AUTODROME OF MODENA harmless and indemnified against any liability for physical problems which may arise while the activities are in progress.

7. To have subscribed an appropriate insurance policy against any accident, with contextual waiver of the subrogation right as per Art. 1916 of the Italian Civil Code.

8. To have read and understood the rates and the other applicable terms and conditions for the use of the system and to accept them in full and unconditionally.

9. To hold AUTODROME OF MODENA and its staff and employees harmless against any liability arising as a consequence of the practice session I intend to perform.

10. In my own name and in the name of my successors and assignees, to hold AUTODROME OF MODENA harmless and indemnified:

a) Against any obligation to pay me any amounts by way of compensation for damage, indemnification, refund etc. in the event of any accident -whatever its outcome and consequences- which may occur; this shall apply whatever the accident cause may be -including the case of force majeure or fortuitous events - and whomever the accident may be attributable to, including AUTODROME OF MODENA, its Directors, appointees, officers, all of its employees and any other member concerned and, more generally, the persons referred to in articles 1228 and 2049 of the Italian Civil Code.

b) Against any and all claims raised for any reason by third parties (there including organizations, companies, individuals present at the autodrome for whatever reason) in connection with facts attributable to myself, or raised by third parties who suffered any kind of loss or damage as a result of a fact attributable to myself.

c) To abandon, to all intents and purposes, any and all claims against AUTODROME DI MODENA for compensation of damages of any kind (for personal injury or property damage) in any way connected with my access to, presence at, and use of the facilities.

- To undertake to compensate any damage caused directly or indirectly:
  - to the structures of the racetrack
  - to the competitors and their vehicles,
  - to a third party be they spectators or members of the organization,

**EMOTIONS ON TRACK**

In the event of an accident, if the customer is found to be fully responsible for failing to listen to the instructor's directives, the damages will be charged to the person in question.

To be therefore exclusively and fully required:

• To hereby hold AUTODROME OF MODENA harmless against any and all liability arising in connection with the occurrences referred to in art. 11 in points b) and c).

• To bear all costs necessary to restore any damaged structures of the autodrome to their original condition, as referred to in art. 11 point a).

- To agree that AUTODROME OF MODENA will not be liable for thefts and/or damage occurred to materials and means left in the area of the autodrome (or at the site

chosen for performance of the activity), hereby acknowledging that the parking spaces located inside the autodrome (or at the site chosen for performance of the activity) are unattended.

- To agree to use the infrastructure in accordance with the terms and conditions set forth in the general regulations which are an integral part hereof to all law effects and purposes, it being understood that any form of competition is excluded, unless such competition is included in the type of practice session to be performed.

- To agree to perform a first recognition lap around the facilities, to verify its conditions and report immediately any anomalies to AUTODROME OF MODENA. If there are no communications/comments/objections following the recognition lap, the condition of the facilities will be intended tacitly approved. In addition, I declare to have viewed all the equipment and service facilities of the autodrome and that the same satisfy my requirements. I hereby therefore release and hold AUTODROME OF MODENA harmless against any pecuniary and non-pecuniary consequences which may arise in connection with accidents attributable to the condition of the facilities and its equipment.

- To agree, assuming in this respect all civil and penal liabilities against third parties and assignees, not to allow any other person to circulate in the autodrome using the above-mentioned vehicle.

- To agree to wear suitable clothing (clothing which are required by the race track rules).
- This declaration is valid and effective without the needs of any confirmation from 1 year since the subscription.

- To elect domicile, for the purposes of this agreement, at the address shown hereinabove.

- In the case of any dispute arising in connection with or related to this agreement, the parties agree that it shall be referred exclusively to the Court of Modena.

SIGNATURE \_\_\_\_\_

I declare to have read this document in full and to accept the following clauses specifically, pursuant to articles 1341 and 134 of the Italian Civil Code: 1. (Right of abeyance and/or intervention during use of the autodrome); 5. (Vehicle Eligibility Certification); 7. (Declaration of insurance policy subscription); 8. (Declaration of acceptance of rates and full understanding of the race track rules and regulations); 9. (Waiver of liability and hold harmless agreement in favour of AUTODROME OF MODENA for the practice session to be performed); 10. (Waiver of liability and hold harmless agreement in favour of AUTODROME OF MODENA in connection with any obligation arising in relation to personal injuries suffered by the driver and/or third party and/or property damage); 11. (Full assumption of responsibility by the driver in connection with any obligation arising from personal injury or property damage); 12. (Waiver of liability and hold harmless agreement in favour of AUTODROME OF MODENA for thefts occurring at the site); 13. (Obligation of full compliance with the race track rules and prohibition to compete with other users); 14. (Obligation to perform a reconnaissance lap for checking and assessing suitability of the facilities); 15. (Prohibition for third parties to use the vehicle of the undersigned); 17. (Elected domicile); 18. (Place of jurisdiction).

SIGNATURE \_\_\_\_\_

**ACCORDING TO THE EU REGULATION 2016/679 ON THE PROTECTION OF NATURAL PERSONS WITH REGARD TO THE PROCESSING OF PERSONAL DATA AND ON THE FREE MOVEMENT OF SUCH DATA (GDPR)**

The undersigned for me or as the holder of parental responsibility over the child \_\_\_\_\_ acknowledging receipt of the information statement, provided and published on website [www.autodromodimodena.it](http://www.autodromodimodena.it) and of my rights on processing of personal data according to the

Consent  Do not consent

to the processing of provided data for the purposes, by the means and within the limits described in the aforementioned information statement.

SIGNATURE \_\_\_\_\_

I also declare that I:

Consent  Do not consent

To the processing of the provided data and their disclosure to third parties, within the limits described in the information statement published on website [www.autodromodimodena.it](http://www.autodromodimodena.it), as well as for statistical, promotional, advertising and marketing purposes.

SIGNATURE \_\_\_\_\_