

LIABILITY RELEASE FORM TOWARDS BERNI MOTORI S.R.L. (ORGANIZER) AND SO.GE.S.A S.R.L.

UPDATED: 26/02/2019

PLEASE COMPLETE IN CAPITAL LETTERS AND LEGIBLE

I, the undersigned,

Name Surname		Born in		On:	
EMAIL		Tel./Mobile			
Address		Town			
Driving licence		Permit			
Vehicle Category		Type		Year	
Organisation	BERNI MOTORI S.r.l.	Day Type	Free practices and track day test	dated:	21/06/2019

upon his request using the track with the vehicle, as a driver and/or passenger (if they drive the reserve pilots, he declares to be fully aware:

- 1) of the regulation for the use of the track for free practice, and to which declares to fully comply;
- 2) the relative rates and other conditions into force;
- 3) of the rules and cautions to be observed for those who use the track and declares that the vehicle he intends to use is perfectly suitable for the test to be carried out;
- 4) that it is mandatory to use the helmet for both the pilot and for any passengers and that it is strictly forbidden to reverse the gear or turn in the opposite direction to the intended one (counter clockwise);
- 5) that the drivers of the motorcycles and motorbikes must always wear the full range of clothing in leather, gloves and ankle boots;
- 6) that it is forbidden to stop on the track and that in the event of a forced stop the vehicle must be pushed to the side stripes or on the side of the track and out of the trajectories of other possible users;
- 7) that it is forbidden to carry out refuelling or repairs within the circuit and that it is strictly forbidden to cross the track either on foot or with the vehicle (also for carers, mechanics, etc.) except at the permitted and specifically regulated times;
- 8) **that bids and bets between track users are prohibited;**
- 9) that the management company of the Motor Racing Circuit does not guarantee during the car practice, unless it has been expressly and previously requested, the presence of signalling services by means of flags, medical assistance, fire prevention, ambulance, etc.
- 10) that the track is not completely fenced, so that it cannot absolutely be excluded from the passing of unauthorized animals or persons; to be also perfectly aware that the maintenance of the track may be temporarily lacking, so it cannot be excluded quays not connected, guardrails not fully installed of the highest quality standards and flooring not in perfect condition. As a consequence of this, the undersigned, after having personally verified the current conditions of the track declares to accept them and to assume any responsibility for any accidents and for the consequent damages which derive to his own person or his own things or to third parties and to third party property, including pilots and persons transported by carers, mechanics, etc., as well as to the facilities of the Motor Racing Circuit, releasing the **BERNI MOTORI S.r.l. (organizer)** and SO.GE.S.A Srl and the personnel responsible for any related liability.
- 11) **to be perfectly aware that the noise tolerated to the exhaust during free practice is 98/102 db (A), measured according to ACISPORT/FMI standards.**
- 12) that any participation in sports driving courses on the track (both cars and motorcycles) does not modify or circumvent the above provisions and obligations towards the undersigned, who personally accepts all responsibility deriving from the same participation, releasing SO.GE.S.A srl from any liability in this regard.
- 13) SO.GE.S.A Srl reserves the right to perform directly or indirectly through its technical staff or partners, as well as to use photographs, video, cinematographic and web shots, both as a whole and in detail of the Event, of related events, boxes, paddocks, grandstands, car parks, etc., without the Organiser/Participant being entitled to claim any compensation, also keeping SO.GE.S.A Srl harmless from similar requests which may be received from third parties linked to the same Organiser/Participant for any reason. SO.GE.S.A Srl may also authorise one or more television, radio or other stations to shoot and/or record and/or photograph for use in its programming and activities, without an additional disclaimer. SO.GE.S.A Srl may use the audio and/or video and/or photographic material for information, promotional and commercial purposes. The signature below constitutes, for all purposes and with all knowledge of the case and of the law, a liability release as specified above.
- 14) **that, in case you withdraw and install the transponder for lap time recording on the vehicle/motorcycle, all the collected data may be used by SO.GE.SA for the appropriate publications (paper documentation, internet, etc.) and therefore specifically authorises the personal data processing for this purpose.**

The undersigned with this signed declaration is subject to all of the above and acquits the **BERNI MOTORI S.r.l. (organizer)** and SO.GE.S.A Srl which manages the "R. Paletti" Motor Racing Circuit and the personnel responsible for any liability that may arise as a result of the test which intends to carry out and for any damage that it suffers or that it would cause to third parties on the same occasion.

Varano de' Melegari, 21/06/2019	SIGNATURE:
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I specifically sign according to Article 1341 civil code the clauses n. 10-13 (limitation of liability of the **BERNI MOTORI S.r.l.** and SO.GE.S.A Srl, for damages to people or things - video photographic shooting) and declare to have been the subject of this specific negotiation. I declare, with the information received, in accordance with the EU Regulations 2016/679 GDPR, to consent to the personal data processing in the terms and with the purposes identified by current legislation

Varano de' Melegari, 21/06/2019	SIGNATURE:
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**LIABILITY RELEASE FORM TOWARDS BERNI MOTORI S.R.L. (ORGANIZER) AND SO.GE.S.A S.R.L.
BY THE RESERVE PILOT AND/OR CAR PASSENGER**

PLEASE COMPLETE IN CAPITAL LETTERS AND LEGIBLE

I, the undersigned,

<i>Name Surname</i>		<i>Born in</i>		<i>On:</i>	
<i>EMAIL</i>		<i>Tel./Mobile</i>			
<i>Address</i>		<i>Town</i>			
<i>Driving licence</i>		<i>Permit</i>			
<i>Organisation</i>	BERNI MOTORI S.r.l.	<i>Day Type</i>	Free practices and track day test	<i>dated:</i>	21/06/2019

driving upon his request as reserve driver and/or passenger on the car (see page 1),

with this declaration, signed under his own exclusive responsibility, he is subject to all indicated on page 1 of this form and releases the **BERNI MOTORI S.R.L. (Organizer)** and SO.GE.S.A Srl, which manages the "R. Paletti" Motor Racing Circuit, the staff involved, the car driver on which he is a passenger, the drivers of the other cars on the track from any liability arising as a result of the test he intends to carry out and for any damage he suffers by third parties on the same occasion.

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