

## **CIRCUIT RULES AND REGULATIONS**

1. The user of the Circuit current cars and motorbikes in San Martino del Lago, Strada Giuseppina n. 2 (the "Circuit"), managed by the soc. Cremona Circuit Srl, based in Rubano (PD) via Marconi, n. 48 / A, CF / P.IVA 04902740283 (the "Manager") declares to have read and accept without reservation the present general regulations (the "Rules of Circuit" or "Regulations"), committing to compliance with the provisions therein contained.

### **2. General provisions**

2.1. This Regulation governs the entrance in the Circuit, inclusive track, rooms, facilities, equipment, and of every other good present in the Circuit itself, and the conduct of its users.

2.2. The manager will have the possibility to integrate and derogate from the present Regulation by modifications to be published in its web page and in the spaces of the Circuit; these modifications/additions will represent an integral part of this Regulation at each effect of the law. The Manager may operate within the Circuit by means of its own employees/staff/delegates/etc. . .

2.3. Violators of this Regulation may be immediately removed from the Circuit on order of the operator; in this case, the users removed will not be eligible for a refund and/or compensation.

2.4. Violators of this Regulation will be obliged to indemnify/compensate any injury suffered from other users and/or the Operator same/employees/staff /delegates/etc... in consequence of the conduct.

### **3. Access to the Circuit**

3.1. The access of the users to the Circuit is admitted in the following cases: (a) subject to the following vehicles allowed; (b) public companions/technical /sponsor/etc... . . .

3.2. People under the age 14 (fourteen) years is not allowed if not accompanied by adult operators with the parental responsibility and/or from these delegates, which will be responsible for the conduct of the minor.

3.3. The entry of vehicles to the Circuit and admitted in the following cases: (a) vehicles allowed on the track and vehicles carrying vehicles allowed, in addition to their accessories; b) vehicles carrying the public /companions/technical /sponsor/etc... . . .

3.4. On roads within the Circuit there are and will be applied the rules of the "Code of the road", and vehicles including passing will have to hold a speed under 10 km/h or the different speed provided by law.

3.5. Users and vehicles allowed to the Circuit are kept) do not come in reserved spaces and/or for which it has been prohibited access, (ii) to stand only in the places indicated, (iii) to observe the rules of movement, and the prohibitions imposed by the operator and/or by applicable law and/or by the practice of the field, (iv) to comply with the provisions provided by the operator, to respect and not damage the structures of the Circuit and the movable property present therein; in each case, users and vehicles should take account of the activity within the Circuit and adapt their behavior to contingent situations.

3.6. IT IS forbidden to bring dogs or other animals.

### **4. Use of the facilities**

4.1. The track, and the other installations of the Circuit can be granted in use, limited to the periods and times established by the Manager, subject to compliance with the requirements of this Regulation and the payment of fees, for one of the following purposes: (a) the conduct of activities of tourist travel, in compliance with the rules referred to in the Highway Code; (b) sports competition, in compliance with the standards /federal regulations and industry practice.

4.2. Permission to use provided for in paragraph 4.1 may be denied or suspended by the Manager, at his own discretion, without obligation of justification.

4.3. As regards the use of the track are valid the regulations referred subsequ.

### **5. General rules for the use of the track**

5.1 . For all the different activities from sporting competition, on the track is applied the Code of the road. For the sports competitions will be applicable as provided by the rules, regulations and federal by the practice of the field. They are subject to, in any case, the additional requirements of this Regulation and restrictions imposed by the operator.

5.2 . Admission to the track and subject to i) to be subscribed by the applicant of the present Regulation laying down at the bottom of the page the declaration of commitment - discharge of liability and assumption of risk; (ii) at the time of delivery of the proof of the existence of the requirements for access to and use of the Circuit; (iii) the payment of the Commission; (iv) any further looming contractually set and/or made necessary by existing legislation and/or for reasons of safety and/or wholesome.

5.3 The admission to the track of the users over 18 is subject to the following additional conditions: (a) the driver of the vehicle is equipped with a driving license in progress of validity; the driving license, must be presented the original document; (b)the driver of the vehicle is equipped with a complaint of loss in original and document demonstrating the renewal of the license being always in the original; in this case, the driver must submit a valid identification document; (c) in the case of sports competition, the actual membership in course and/or to a different title requested.

5.4 . Admission to the track of the underage users, of age but not less than 16 (sixteen) years, shall be subject to the following additional conditions: (a) possession of a license or pink sheet; (b) use of a vehicle equipped with a valid circulation plate of a cylinder capacity of no more than 125 cc; (c) the presence of the parents and tutors; the operator the parental responsibility must sign the declaration of commitment - discharge of liability and assumption of risk prior to the entrance track; (d) the operator the parental responsibility must produce their own identity document and leave copy of the same; (e) in the absence of the operator the parental responsibility, the activities of the previous letters (c) and d) must be conducted by a delegate, provided with a suitable and valid delegation issued by the parents and tutors, accompanied by a copy of A valid identity document of the

delegator itself; in this case, the declaration of commitment - discharge of liability and assumption of risk prior to the entry track will be signed by the delegate, which also will exhibit and release copy of your identity document; the officer undertakes to indemnify and hold the operator from any injury these should suffer from inter alia as a result of damage/caused by underage and disability /inefficacy/unenforceability to of the declaration of commitment - discharge of liability and assumption of risk myself.

5.5 . Users have an obligation to comply with the instructions and orders given to them by those in the gang responsible for the Manager, in addition to the signs present in the Circuit.

5.6 . Drivers of Motorcycles have an obligation to enter the track equipped with helmet, suit in leather, gloves, boots and back protector and, more generally, of everything necessary to ensure the safety of the common sense of the Motorcycle driving, taking into account the type and power of the vehicle used.

5.7 Car drivers have an obligation to enter the track equipped with helmet and circulate with the safety belts strictly buckled, except in the need of all the equipment required for the use of particular types of vehicles according to the practices of the area under consideration of the type and power of the vehicle used.

5.8 Will be allowed on the track only vehicles technically adequate, suitable to the particular activities of movement on the track, with tires in good condition; the existence of the describer requirements is attested by the user at the time of the signing of the declaration of commitment - discharge of liability and assumption of risk, however, the faculty of the handler to prevent the use of the Circuit to vehicles that do not comply with as attested by the user and/or as provided by law and practice in the sector and/or what is necessary for the purposes of compliance with the safety standards of the Circuit.

5.9 . It is prohibited to transport people and/or things on motorcycles.

5.10. it is forbidden to transport people and/or things on vehicles, except for the presence of qualified instructor/subject during courses and/or events and/or events where the presence of more than one person in the vehicle is permitted by regulations and/or practices (such as "safe driving", etc.).

5.11. The number of vehicles that can circulate simultaneously on track will be established from time to time by the track managers, at their own discretion.

5.12 If manage display somewhere on the track stop signal (red flag) the vehicles on the track will be obliged to slow down and take it immediately to the nearest exit and speed with adequate attention to the dangerous situation reported. They must also comply with any other order and/or disposal of the Manager. To this scope, the user must know the meaning of flags of common use, the meaning of which is in any case exposed in the Circuit.

5.13 For the drivers of vehicles is prohibited to unmount from vehicles and walk on the runway and in its vicinity. In the event of a forced shutdown, the driver must take as far as possible from the track and wait for the arrival of service staff.

5.14 vehicles must circulate counterclockwise. It is absolutely forbidden any dangerous maneuver and, in particular, reverse or turn in the opposite direction, to sudden changes of direction and unjustified, proceed in reverse; even for short distances.

5.15. Except for cases of sporting competition, speed races and/or bets are prohibited.

### **6. Sporting competitions- grant to track event planners – recreational sports of auto-motorcycle**

6.1 The parties to whom was granted the use of the Circuit at the end of use, for any reason, by a plurality of third parties are required to subscribe to each third Circuit user permissions required by sports authorities and administrative authorities and the affirmation of commitments-Disclaimer and risk-taking.

6.2. Rules of competition will be previously submitted to the handler, which reserves the right to impose the adoption, by and at the expense of the organizers, those measures deemed-in its sole discretion-necessary and/or opportune for the safety and dignity of the Circuit, as well as provide directly at the expense of the organizers to all or part of the services in the event of their inaction. The granting of the use of the Circuit will not involve in any case liability to the Handler of the event remain in any case subject to the provisions of art. 6.3.

6.3. The subjects to whom was granted the use of the Circuit at the end of use, for any reason, by a plurality of third parties and will hold harmless will leave free manage from any prejudice these should undergo to circumstances arising out of and/or related to the use of the Circuit by own and/or of the plurality of third party users.

### **7. Economic conditions**

7.1. The entrance and use of the Circuit shall be subject to the payment of the consideration provided by the Manager . In case events and evidence, economic conditions will be established from time to time by the operator depending on the character, duration and importance of the events themselves, and depending on the services requested.

7.2. the payment will be made at the entrance of the Circuit

7.3. the use of the Circuit for a time exceeding the committed/agreed will integrate the consideration requirement according to the applicable tariff, where the Circuit is always available.

7.4. In the event of failure or partial use of the Circuit for poor weather and/or safety issues and/or health and/or force majeure, is excluded refund of fees as well as any compensation and/or reparation. In case of partial use for failure/fact attributable to the Manager, will be due by the user only the amount corresponding to the actual duration of use; for its part, the user shall not be entitled to any compensation and/or indemnification.

**DECLARATION OF STATEMENT OF NON-RESPONSIBILITY – RISK ASSUMPTION**    **DATE :** \_\_\_\_\_

The subscribed \_\_\_\_\_ born in \_\_\_\_\_ on \_\_\_\_\_  
and live in \_\_\_\_\_ Province \_\_\_\_\_ Road/Street \_\_\_\_\_ zip code \_\_\_\_\_  
Tax code n° \_\_\_\_\_ Document Type \_\_\_\_\_  
Document n° \_\_\_\_\_ issued by \_\_\_\_\_ on \_\_\_\_\_ due date \_\_\_\_\_  
in possession of driving license cat. \_\_\_\_\_ n° \_\_\_\_\_ issued from \_\_\_\_\_  
on \_\_\_\_\_ due date \_\_\_\_\_, telephone number \_\_\_\_\_  
fax \_\_\_\_\_  
equipped with car  motorcycle  brand \_\_\_\_\_ type \_\_\_\_\_  
number plate \_\_\_\_\_  
owned by \_\_\_\_\_ e-mail \_\_\_\_\_

*(in the case of the power operator)*  
as operator of the power and then in the name and on behalf of the child minor \_\_\_\_\_  
born in \_\_\_\_\_ the \_\_\_\_\_ live in \_\_\_\_\_ Road/Street \_\_\_\_\_  
holder of the following document qualifying driving \_\_\_\_\_

*(in the case of the power operator, also on behalf of the other parent that expressly states that he was informed and consenting, with exemption for the "Management Company" and for the "Properties" and their organs, officers, employees and charge from any interference and related liability)*

**ASK FOR**

use at your own risk, not exclusive and therefore in competition with others the Circuit, including the runway and other infrastructure and goods therein

**DECLARE**

**1)** to be in possession of valid and existing document qualifying driving the vehicle that will be used on the track; **2)** to be in perfect physical and mental health and not to use drugs (alcohol, drugs, medicines, etc.) which may in any way impair and / or alter their status and physical and mental efficiency, and to be also holding a certificate of good health; **3)** that it has been verified that their vehicle is technically adequate, safe and appropriate to use the Circuit and its cycle; **4)** To have read the Rules of Circuit, accepting fully and without reservation, is obliged to observe the rules and undertaking to fulfill the obligations and commitments contained therein; **5)** in particular claims to have been informed and accept that in case of failure or partial utilization of the track to adverse weather conditions / force majeure / accident and / or to protect the safety and / or health of users, excludes the refund of the fee and any compensation / damages, and that in case of failure or partial use of the runway for reasons attributable to the Manager will be due by the user only the amount corresponding to the actual duration of the use and the user for its part will not be entitled to any compensation and / or compensation; **6)** to have been made aware that the Circuit does not have approval from the Italian Motorcycle Federation; **7)** to have the experience and the technical knowledge necessary for the use of the track even in the presence of other users, and in any event commit to make at least a first lap of the track at reduced speed, however without hindrance for others users, in order to check its condition, as well as to immediately report any anomalies to the Manager noting that, failing that, the state of the track will be considered perfectly appropriate; **8)** undertake not to use their vehicle to a third party, of whom he declares, for the purposes of civil liability, the only responsible; **9)** to undertake to wear and use clothes and accessories suitable (and still required in the Rules of Circuit); **10)** to lift the Manager, the properties, their organs, officers, employees, directors and employees, from any liability for damages of any type produced and / or suffered from / the undersigned / or the half pipe (although owned by third) as a result of any accident, even if caused directly or indirectly by the state of the track and equipment and the service and on the possible presence on the track of wild animals; **11)** to indemnify and hold harmless as widely, for himself and for his assignees / successors in any capacity and third, the Manager and / or the owner of the Circuit, their organs, officers, employees, partners, delegates and employees, from any and all injury (payment obligations, etc.) for any reason, deriving and / or connected to claims / damages of any kind, nature and extent, however and by whomever caused (including the Manager and the property of Circuit, their organs, officers, employees, officers, directors and officers anyway), during and / or during the use of the track and the Circuit, this because of the compensation of any damage caused, directly or indirectly, to structures, to others, to the goods of anyone and of any third party at any title, will be for the exclusive and sole responsibility of the undersigned; **12)** to be aware of the fact that the parking lots, structures and spaces within the Circuit are unattended and for the effect of raising the Manager and the properties of the Circuit from any liability for theft, damage to vehicles or materials therein placed in any capacity; **13)** to accept that the Manager, if necessary and in any case in the cases sub 5), in its sole discretion, reserves the right to modify, delete or discontinue use of the system and the track; **14)** to accept that any dispute arising as to the validity, interpretation and execution of this will be subject to Italian law and referred exclusively to the Court of Padua; **15)** to be aware of the costs and other terms applicable to the use of the runway; **16)** to confirm, and ensure that the above stated is true, exonerating any responsibility borne by the Manager in the event of incorrect statements and / or false.

San Martino del Lago, \_\_\_\_\_ Cremona Circuit S.r.l. The User

Under Articles 1341 and 1342 of the Civil Code and in accordance with art. 34 co. 5 Consumption Code, the undersigned approves expressly acknowledging they have been brought by private treaty the following clauses i) Rules of Circuit: 2.2, 2.3, 2.4, 3.2, 4.2, 5.4, 5.8, 6.1, 6.3, 7.4; ii) declaration of commitment - discharge of liability and assumption of risk: 4, 5, 10, 11, 12, 13, 14, 16.

San Martino del Lago, ibidem The User

The undersigned expressly consents to the processing of personal data, pursuant to the statute. N. 193/2003 ss.mm.ii. except those sensitive by the company Cremona Circuit Srl through its representatives for marketing purposes, for promotional / commercial, for sending information and advertising material.

San Martino del Lago, ibidem The User

I declare to be responsible for the transponders assigned to him for the timing of the practice sessions of the day below. The undersigned is also responsible for the correct mounting and the proper positioning of the transponder on the vehicle. In the event that the transponder is damaged, even partially, or lost during the above tests, it must pay compensation equal to the cost of a new transponder to the Cremona Circuit Srl, to the value of EUR 150.00 (one hundred and fifty/00).

San Martino del Lago, ibidem The User

