

Responsibility Waiver

This is an agreement between Tailored – Motors' Days S.R.L. (T-MD) and the Participant(s).

No supplement/hidden fees will be asked at any time for the track days, test days, event days or race days driving experiences T-MD offers; are included in our fees:

- Compulsory car track insurance
- Track day entry fees or Competition registration in case of race days;
- Number of kilometers per day depends on the tracks, the activities selected or the settled agreement. For information, daily kilometers are 275 – 305 km for track days and test days, 245 – 265 km for event days. The kilometers for racing days are established upon the competition;
- Fuel;
- Technical and safety briefing for track days, test days and event days;
- Assistance by a dedicated technical team in the pit;
- Instructor in the car for track days, test days and event days;
- Slick tires or Rain tires;
- Telemetry data review;
- Safety personal FIA approved equipment's including: helmet, Hans, fireproof suit, gloves and shoes.
- Non-alcoholic drinks and lunch;
- Photo reportage;
- Onboard video;

Participant liability

- The Participant drive at his / her own risk. By signing this document, the participant accepts the fact that motorsport can be dangerous.
- The Participant assumes full responsibility for the truthfulness of the information provided for registration purposes.
- The Participant declares to be aware that any damage and / or loss to him / her and / or the property of other parties that occurs during this event is at his / her own risk.
- The Participant is aware that the supervision carried out by the qualified instructor for track day, test day, event day does not in any way constitute an assumption of responsibility by the instructor or T-MD, for any errors that the Participant should make causing direct and indirect damage to property and / or people.
- The Participant exempts and releases T-MD, the technical team, the instructor if present, the organizer, the host track and its officials on the track, from any fault and / or responsibility for any accidents and damage to things and / or people, injuries that he / she himself / herself suffers in relation to his participation in the driving experience, both as a driver or as a co-driver, renouncing (both for himself / herself and for any successors or heirs) to any liability or compensation action against T-MD and / or third parties who make the vehicle (s) available for the driving experience.
- The participant, therefore, declares to exonerate and release in the widest way, for himself / herself and for his / her successors in any capacity, T-MD, the technical team, the instructor if present, the organizers and the host circuit: from any and all liability civil, criminal and administrative for facts deriving from his behavior and from his actions or omissions; from any and all obligation to pay to anyone, and therefore also to third parties and third parties transported or accompanying persons, sums by way of compensation for damages, indemnities, reimbursements or for any other reason, depending on claims of any type, nature and entity, however and by anyone caused, including the companies themselves, their bodies, officers, employees, employees and in any case in charge, during the driving experience that the participant intends to carry out.

Participant responsibilities

- The Participant will book and fully pay for the driving experience four weeks prior the event.
- The Participant certifies he / she presents a valid identity document (Identity card or passport), a valid driving license for track days, test days, event days or a valid pilot license for racing days.
- The Participant declares that he will wear the FIA approved personal safety equipment, including: helmet, Hans, and fireproof suit, gloves and shoes. T-MD will provide him with a complete safety equipment kit for the driving experience.
- The Participant will refrain drinking alcohol and/or consume drugs, legal or illegal before and during the driving experience.
- The Participant is duly informed that in case of invalid document presentation, consumption of alcohol or drugs before and / or during the day of the driving experience, T-MD is entitled to stop anytime the driving experience.
- The Participant will treat the vehicle with all necessary and due care, follow all technical regulations, technical team and/or instructor's inputs as to drive the vehicle efficiently and safely.
- For any reason during a driving session, it is possible the technical team, or the instructor when present, ask the Participant to immediately go back to the pit for a safety inspection, to allow a necessary cooling or mechanical checks. The Participant accepts to comply with the instruction.

- In the event of an accident with damages to the T-MD's car, the Participant accepts to cover part of the insurance excess cost (euro 20'000,00 out of 35'000,00 for the Ferrari 488 Challenge Evo). Costs exceeding insurance excess are covered by the insurance included in the agreement.
- The Participant renounces to any refunding right in case his/her experience is interrupted due to his / her own fault. Participant's own fault includes: consumption of alcohol or drugs before and during the day of the driving experience, dangerous driving behavior on the track as assessed by track officials leading to go back to the pits, repeated inappropriate respect of T-MD instructor's inputs, non-respect of T-MD technical team's inputs.
- The Participant is fully liable for any damage caused by his/her own fault during the driving experience, fault intended as described in the previous paragraph.
- The Participant is informed that the attribution of an accident to technical defects or material wear and tear does not release the Participant from his / her liability. This applies regardless of whether such cause was already present when before or arose subsequently to the driving experience. The Participant will have to pay up to the insurance excess amount (euro 20'000,00 for the Ferrari 488 Challenge Evo). Should the amount of the damages exceed the amount of the excess, the exceeding amounts will be covered by the insurance. The participant declares to be aware of these terms and agrees to be bound to these conditions during the session(s) on the track.

T-MD responsibilities

- TM-D maintains its car(s) to upper constructor's standard, fully serviced and ready to run.
- TM-D presents the vehicle in good, clean, working order and in a condition that is safe for use on track.
- T-MD warranty on the track the technical assistance with a team of four experienced technicians including one qualified in telemetry.
- T-MD for track days, test days, event days makes sure that a qualified instructor is present in the car.
- T-MD for race days, on top of its standard services, can make a qualified instructor available in order to coach the pilot.
- Should the track not be drivable or retain such by organizers or officials, should T-MD cancel a track day, test day or event day for any reason beyond its control (e.g., force majeure, mechanical failure, servicing etc.), the Participant will have the choice between a full reimbursement or a reschedule of the cancelled driving experience.
- T-MD informs that a total or partial malfunction of the on-board video cannot give rise to a full refund of the experience, but only to a refund of € 100.00 for the inconvenience.
- For whatever reason, in case the Participant would cancel the driving experience, applying D. Lgs. 185/99, T-MD will refund him / her 100% if done within twenty days prior the event. T-MD will refund him / her 50% if done with ten days prior the event. Any cancellation done after ten days prior the event does give any right to refunding.
- We insure our car(s) for the driving experience. In the event of an accident with damage to the T-MD's car(s), T-MD and its insurer cover the amounts exceeding the insurance excess (amounts above euro 20'000,00 for the Ferrari 488 Challenge Evo).

The applicable law is the Italian one and the judicial authority with exclusive jurisdiction for any dispute arising from this contract, with the express exclusion of all other Courts, is that of Bologna.

By signing this document, the participants agree to and are legally bound by the terms and conditions set out herein.

Name: Surname: Date of birth (DD/MM/YYYY): .././....

Signature.....

Date:.....

Valid until & including the day of the driving experience

Date of the driving experience (DD/MM/YYYY): .././....

Tailored-Motor's Days s.r.l. (T-MD) con sede - Bologna (BO) - via Luigi Carlo Farini, 6 - CAP 40124 - codice fiscale / partita IVA: 03916881208

We reserve the right to cancel the agreement at any time without discussion. Furthermore, if the agreement is cancelled for an important reason the Participant is not entitled to claim for penalties and has to comply with refunding conditions exposed in the present agreement. An important reason' is taken to exist if the Participant has given false information concerning his person or is guilty of gross violation of the terms of the contract above.