

2024 MOTUL FIM SUPERBIKE WORLD CHAMPIONSHIP PASS REGISTRATION AND LIABILITY WAIVER

NAME:	SURNAME:
ADDRESS, CITY, COUNTRY:	
PASSPORT N/ID CARD N.:	PHONE:
E-MAIL:	

[hereinafter referred to as the "PARTICIPANT"]

MAKES REQUEST AND REGISTRATION FOR THE FOLLOWING:

Type of PASS:	EVENT(S): One Event	Date:
Permanent Pass holders - applicable for all Events.		

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S) of the **2024 FIM SUPERBIKE WORLD CHAMPIONSHIP** (the "WSBK"), as indicated above, and/or being permitted to enter for any purpose any RESTRICTED AREA of the CIRCUIT(S) where the EVENT(S) is/are held,

**ACKNOWLEDGES, AGREES AND REPRESENTS TO COMPLY WITH THE FOLLOWING:
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

THE PARTICIPANT ACKNOWLEDGES, ACCEPTS AND UNDERTAKES FOR HIMSELF/HERSELF, and/or his/her HEIRS, as the case might be, IN THE WIDEST TERMS POSSIBLE AT LAW that:

- General:** The PASS shall be provided in order to grant the PARTICIPANT the right to enter the EVENT(S) (as indicated above) and access to the areas of the CIRCUIT(S) designated within the same PASS (i.e. areas requiring special authorization, credentials or permission for access including, if so allowed by the specific PASS, areas in which general public access is restricted, such as track and pit lane). Access to the EVENT(S) shall be subject to the PARTICIPANT complying with any Requirement and/or Procedure and/or Policy provided by DORNA WSBK ORGANIZATION SRL from time to time for the relevant EVENT(S).
To this purpose, the PARTICIPANT acknowledges that DORNA WSBK ORGANIZATION SRL has developed a web platform or mobile application (the "**Application**") whose purpose is to control the access to the CIRCUIT(S) where the EVENT(S) is/are held. The PARTICIPANT shall submit all the relevant information and forms (including this PASS REGISTRATION AND LIABILITY WAIVER) through the Application. The PASS shall be validated to allow access to the EVENT(S) only ONCE and IF the above-mentioned Requirements and/or Procedures and/or Policies are fully complied by the PARTICIPANT.
If access to the EVENT(S) is allowed, a QR code will be generated through the Application and the PARTICIPANT can enter the CIRCUIT(S). On the contrary, the QR code will not allow the PARTICIPANT to enter the CIRCUIT(S).
This PASS REGISTRATION AND LIABILITY WAIVER provides the PARTICIPANT with essential information and policies applying to his/her participation in the EVENT(S).
The PARTICIPANT shall read carefully this PASS REGISTRATION AND LIABILITY WAIVER and expressly accept it in order to be allowed to participate in the EVENT(S).
- Acknowledgment of risks during the EVENT(S):** THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. The PARTICIPANT has been informed by DORNA WSBK ORGANIZATION SRL that during his/her entire stay in the racetracks he/she must keep a prudent and watchful eye on events, especially within the Areas allowing access to the Pit Lane zones, the starting grid and in the service roads adjacent to the racetrack, particularly during qualifying and races.
- Safety regulations and exposure to risks:** Observing the safety regulations is critical to the PARTICIPANT own safety, especially in the areas where he/she may be exposed to the following:
 - chemical risk resulting from physical contact with a variety of harmful, toxic or artificial substances. Materials such as fuel, additives, cleaning products, paints, solvents and other products containing harmful chemical substances may cause damage to the body if inhaled or absorbed through the skin, causing harm to health and injury in the short and/or long term; (such as breathing symptoms, memory loss, disorientation in the long term, and consequences such as illnesses, internal damage, cancer, birth defects, neurological damage or death);
 - the risk of electric shock when a person touches electric power lines or other power sources.

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- c) the risk of being run over by moving vehicles (high speed motorbikes), which means that the utmost attention must be paid to motorbikes when crossing or stopping inside the Pit Lane.
- d) the risk of being hit by "flying" objects, during both the transit of (high speed) motorbikes and the Team engineers' activities, which may cause light injuries, such as small cuts, or serious injuries like concussions, blindness and even death.

It is strictly forbidden:

- a) to stop or walk under suspended loads or scaffoldings;
- b) to use the lifts in case of emergency events caused by fire and to take personal initiatives prior to contacting the racetrack personnel.

It is mandatory:

- a) to read and strictly comply with the emergency handling procedures and instructions related to fire escape routes as affixed on special signs throughout each racetrack.
- b) to keep the PASS clearly visible at all times;
- c) to observe the regulations and verbal instructions given by the racetrack personnel.

4. **DRONES and comparable equipment:** To prevent property damage and/or endangering people's safety, it is forbidden for the PARTICIPANT to use any kind of drone - including but not limited to drones with either remote piloting systems or automatic flight capability - as well as any other comparable equipment, in any area of the circuit, including but not limited to common areas and spaces assigned to teams, exhibitors, and suppliers.

5. **Personal conditions and reduced capabilities:** Any personal condition that may reduce hearing abilities and autonomy of movement may increase the level of risk referred to above. In case of illness, the PARTICIPANT must notify the racetrack rescue team immediately and in the manner that best fits to the circumstances by contacting the telephone numbers indicated within the premises of the racetrack.

6. **Negligence in rescue operations:** the PARTICIPANT acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of any of the Related Bodies. Hereby he/she voluntarily accepts any and all such risks and dangers.

7. **Liability waiver:** In recognition of such dangers mentioned above, the PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES AND UNDERTAKES TO INDEMNIFY, HOLD HARMLESS AND NOT TO SUE DORNA WSBK ORGANIZATION SRL, the CIRCUIT(S), the Fédération Internationale de Motocyclisme ("FIM"), the WSBK's sponsors, advertisers, teams, riders and/or any other party involved with the organisation of the WSBK, including any parents or affiliated companies to any of the above mentioned entities, their directors, employees, representatives, contractors or agents - all of which herein shall be referred to as "**EXEMPTED PARTIES**" - FROM ALL LIABILITY BEFORE THE PARTICIPANT (including his/her assignees and/or heirs), in connection with ANY AND ALL LOSS OR DAMAGE OF ANY KIND, AND ANY CLAIM OR DEMANDS THEREFORE, ON ACCOUNT OF INJURY OR DAMAGE TO THE PERSON OR PROPERTY, OR RESULTING IN DEATH, WHICH THE PARTICIPANT MAY SUFFER OR, SUSTAIN OR CAUSE, AS ARISING OUT OF OR IN RELATION TO HER /HIS PRESENCE AT THE EVENT(S), WHETHER CAUSED, IN WHOLE OR IN PART, OR SUFFERED BY THE SOLE OR CONCURRENT NEGLIGENCE OR WRONGDOING, STRICT LIABILITY OR FAULT OF THE EXEMPTED PARTIES OR OTHERWISE.

THEREFORE, THE PARTICIPANT HERewith WAIVES IN ADVANCE ANY RIGHT OF CLAIM THAT THE PARTICIPANT MIGHT HAVE AGAINST ANY OF THE EXEMPTED PARTIES.

8. **Behaviours during the EVENT(S):** the PARTICIPANT shall NOT ACT while holding the given PASS, within the CIRCUIT(S) and during the EVENT(S) in a manner which may be considered obscene, defamatory or attempting to the moral, public order and/or to the image of the WSBK and/or any Related Body, in which case he/she acknowledges that DORNA WSBK ORGANIZATION SRL and/or any of its affiliates companies may automatically withdraw the given PASS.

9. **Alteration of PASS:** The given PASS shall not be altered or defaced. In the designated area allowed by the PASS the PARTICIPANT shall ensure that his/her given PASS remains attached to his/her lanyard and is worn at all times around the neck so as to be clearly visible. Such PASS shall not be contained in a wallet or folder of any kind and no additional instructions or identification may be affixed to it.

10. **Filming:** the PARTICIPANT will not videotape, film or otherwise record his/her presence in the EVENT(S), in whole or in part, nor he/she will authorize or license any third party to do so, except that the PARTICIPANT shall expressly be permitted to take photographs images of the EVENT(S), provided that the use of any resulting photographs will be solely for his/her own use and not for profit purpose.

11. **Image rights:** The PARTICIPANT hereby acknowledges and accepts that, in the context of his/her participation in WSBK and/or the EVENT(S), his/her personal image (including, without limitation, likeness, name and/or voice) may be included, distributed, broadcast, transmitted, exhibited, reproduced, displayed and/or published within any audio-visual material (including, without limitation, video filming, audio recording and/or photograph) produced by DORNA WSBK ORGANIZATION SRL and/or its appointed providers and/or partners in connection to WSBK and/or the EVENT(S).

To this purpose, the PARTICIPANT hereby provides his/her express consent and expressly authorizes DORNA WSBK ORGANIZATION SRL, to the maximum extent allowed by law, in perpetuity, worldwide and on exclusive and free basis, to use, sub-license and/or commercially exploit his/her personal image (including, without limitation, likeness, name and/or voice) in the context of his/her participation in WSBK

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and/or the EVENT(S) and to use, sub-license and/or commercially exploit any such audio-visual material which may include his/her personal image for any activity directly or indirectly connected to the Championship and to its exploitation, including without limitation TV and radio broadcasting, public exhibition, internet transmission, advertising and/or other type of publication, through any suitable means and or device currently existing or which may be developed.

Such consent and authorization shall be without prejudice to any other specific agreement that the PARTICIPANT may have entered with DORNA WSBK ORGANIZATION SRL.

12. **Personal use:** This WSBK Pass Registration is personal and the PASS is given in a nominate manner, reason why the PARTICIPANT is not entitled to lend such PASS to any third person under no circumstance.

13. **Personal data:** In accordance with the Regulation UE 679/2016 ("GDPR"), DORNA WSBK ORGANIZATION SRL is the controller for the processing of Personal Data of the PARTICIPANT as set out in this document. The general purpose of the processing is the organization and management of the EVENTS held within the context of WSBK. In particular, in relation to the provisions of this document, the personal data of the PARTICIPANT will be processed for the following purposes: (i) management and organization of all aspects related to the competitions held within WorldSBK, including classifications and prizes, on the basis of the performance of the contractual relationship, (ii) image capture, processing and distribution in the context of the WorldSBK and/or the EVENTS, also for promotional purposes, on the basis of consent given by the PARTICIPANT through the acceptance of this document, and (iii) complying with obligations, if any, set forth by local laws, regulations and/or authorities, on the basis of complying with the appropriate legal obligation.

The personal data may be shared, for these purposes, with the Fédération Internationale de Motocyclisme (FIM), the entity responsible for each Circuit, insurance companies, medical or health personnel, journalists and media or public bodies or authorities, where appropriate. Additionally, some providers contracted by DORNA WSBK ORGANIZATION SRL for the provision of various services may have access to the personal data. The PARTICIPANT's personal data may be processed outside the EEA, for example, in those cases where an event is held in a country located out of Europe and DORNA WSBK ORGANIZATION SRL need to share such data with the company responsible for the corresponding Circuit or with any other entity for the purposes described above, or with public bodies or authorities. In such cases, DORNA WSBK ORGANIZATION SRL shall guarantee the security and protection of the personal data according to current legislations and ensure that adequate safeguards are in place to comply with the GDPR. The data will be stored and processed for as long as they are necessary for the abovementioned purposes and, when the processing is based on consent, until said consent is withdrawn by the PARTICIPANT. The PARTICIPANT has the right to access to own personal data, to obtain without undue delay the rectification of inaccurate or incomplete personal data concerning him/her, or the erasure of the aforementioned data, as well as the right to restriction of processing, the right to data portability and the right to object to the processing and to withdraw consent, when appropriate. All the aforementioned rights may be exercised by sending an e-mail to dpo@dorna.com, or by contacting DORNA WSBK ORGANIZATION SRL through letter addressed to: Viale Luca Gaurico 9/11 – 00143 Rome, Italy. Moreover, the PARTICIPANT has the right to lodge a complaint with the competent Data Protection Supervisory Authority. The PARTICIPANT can learn more about the processing of his/her personal data for the purposes mentioned in this document, as well as for all the other purposes related to his/her participation in WSBK and the EVENTS in the Privacy Policy (available at <https://service.worldsbk.com/> [User Name: SBKpitIn; Password: 2024]).

14. **GOVERNING LAW AND COMPETENT COURT**

This document is governed and shall be construed in accordance with Spanish Laws and any disputes arising out from this Registration shall be settled exclusively by the Courts of Madrid, Spain.

In case of the PARTICIPANT being an underage person, this document is to be signed by both the PARTICIPANT and his/her legal representative (either parent or guardian) in order to cover his/her lack of capacity.

The PARTICIPANT expressly acknowledges to have accurately read the present document of liability disclaim and grant of rights, having understood completely all terms and conditions of the same and having understood that the present WSBK Pass Registration implies the waiver and/or grant of rights with substantial content of the "RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT", signing it freely and voluntarily and assuming in such way all consequences that from the same may arise.

Follow to next page for signatures.

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For acceptance before or upon check-in at the Event(s):

Date: _____

Signature: _____

Participant Name: _____

Mother of the Under 18 Participant

Date: _____

Signature: _____

Name: _____

ID / Passport n.: _____

Father of the Under 18 Participant

Date: _____

Signature: _____

Name: _____

ID / Passport n.: _____

Legal Guardian (duly empowered) of the Under 18 Participant

Date: _____

Signature: _____

Name: _____

ID / Passport n.: _____