

Legal Disclaimer (for adidas Retail Staff)

免责声明 (适用于阿迪达斯零售店铺员工)

To attend fitness activities or classes, you should agree to this Legal Disclaimer.

如需参加健身活动或课程，您应同意本免责声明。

Please read the following Legal Disclaimer carefully before signing:

请您在签署之前仔细阅读如下免责声明：

1. Definitions 定义：

a. **adidas:** includes adidas Sports (China) Co., Ltd., adidas (China) Ltd., adidas Sports Goods (Shanghai) Co., Ltd., and the affiliates thereof.

阿迪达斯：包括阿迪达斯体育（中国）有限公司、阿迪达斯（中国）有限公司、阿迪达斯体育用品（上海）有限公司，及其关联公司。

b. **Gym:** refers to the gym located at the 2nd floor (externally in name of 3rd floor), Tower 1, Phase II, Xujiahui ITC, No.160 Gongcheng Rd., Shanghai.

健身房：指位于上海市徐汇区恭城路 160 号徐家汇国贸中心二期 T1 办公楼实际楼层 2 层（对外名义显示为 3 层）的健身房。

c. **adidas Retail Staff:** include permanent employees with labor contract with adidas Sports Goods (Shanghai) Co., Ltd. or adidas Sports (China) Co., Ltd. Shanghai Branch based in **[China mainland]**.

阿迪达斯零售店铺员工：包括与阿迪达斯体育用品（上海）有限公司或阿迪达斯体育（中国）有限公司上海分公司签订劳动合同且工作地点在 **【中国大陆】** 的正式员工。

2. Any fitness activities and classes in the Gym could be attended by you voluntarily and not related to any part of your work scope, neither would be counted into your monthly working hours. adidas neither requires you to attend any fitness activities or classes compulsorily, nor charges any fees or makes any profit from such activities and classes.

健身房内的任何活动和课程，均为您自愿选择参加，与您的工作内容无任何关联，因此您健身和参加该类课程的时间也不会被计入您的月度工作时间。阿迪达斯不强制您参与任何健身活动和课程，且不从该等活动和课程中收取任何费用或以此营利。

3. You warrant and represent that you are in good physical condition and has no disease, medical reason or impairment that is not suitable for you to attend fitness activities and classes. You shall reasonably choose whether to attend fitness activities or classes or not, and which kind of fitness activities or

classes to attend based on your own physical condition and capability. Please consult with competent hospital for necessary medical advice before you attend fitness activities and classes, so as to check whether you are capable to attend fitness activities . You agree that it is your own responsibility to ensure that you are in a healthy and physically fit condition before commencing any exercise routine and you shall ensure that you conduct such exercise routine in a safe, careful and moderate manner. adidas shall not be held liable for any personal injury suffered by you due to your own reason or any third party's reason.

您应确保个人身体健康状况良好，不存在不适于参加健身活动或课程等疾病、医学原因或者损伤。您应根据自身身体状况以及承受能力合理选择是否参与健身活动或课程，以及参与何种健身活动或课程。请您在参加健身活动和课程之前向正规医院寻求必要的医学建议，以确定您是否适于参加健身活动或课程。您同意，您应自行负责在开始任何锻炼前确保自身身体健康状况良好并安全谨慎、适度地开展锻炼。因您自身原因或第三人原因导致您遭受人身伤害的，阿迪达斯不承担责任。

4. adidas Retail Staff are only allowed to enter into the Gym between **[Monday to Friday] during Saturdays [10:00-12:00 and 14:00-16:00]** (except for the statutory holidays), you are obligated to select your non-working hours during the above open period and subject to prior reservation at least **[one week]** in advance at **[Gym for Retail web site]**. Each time you enter into the Gym, you shall submit your ID or passport to the on-site staff for verification and registration.

阿迪达斯零售店铺员工仅限在**【周一至周五】**（法定节假日除外）的**【10:00 – 12:00 和 14:00 – 16:00】**之间进入健身房进行锻炼。前提是您必须在上述开放时间段内利用您的非工作时间并至少提前**【一周】**在**【Gym for Retail 网站】**中进行预约。。您每次进入健身房时，您应向现场工作人员递交您的身份证或护照以供核实并做好登记。

adidas has the right to adjust the opening time of the Gym in accordance with its actual demands. You shall not enter into other office floors in the building without permission.

阿迪达斯有权根据实际需求调整健身房的开放时间。未经许可，您不应进入办公楼的其他办公楼层。

5. You shall be responsible for appropriate safekeeping of your belongings. During each visit to adidas Gym, you can use a locker installed in changing room situated at the same floor of the Gym to store your items; each Personnel shall only use one locker each time. However, you shall take your valuables with you, DO NOT LEAVE ANY VALUABLES IN A LOCKER AT ANY TIME. adidas shall not be held liable for any property loss or damage suffered by you due to your own reason or any third party's reason. It is strictly prohibited to keep your belongings in the locker overnight. When you leave the Gym, please take away your belongings from the locker.

您应负责妥善保管个人财物。您在每次至阿迪达斯健身房运动时可使用位于同一楼层更衣室的储物柜来存放个人物品，每位人员每次限用一个储物柜；但贵重财物请您随身携带，勿放置在储物

柜。因您自身原因或第三人原因造成的财物丢失或损坏，阿迪达斯不承担责任。严禁将您的个人物品通宵存放在储物柜。您离开健身房时，请自储物柜中取走您的个人物品。

6. You shall ensure that you commence relevant exercise after you fully learn and understand the right exercising method and facility usage. You may consult with the on-site instructor in the Gym or read the facility operation manual (if any) where necessary, then do the exercise in accordance with the instructions given by on-site instructor or facility operation manual, and adopt necessary safety measures. In case you suffer any injury due to inappropriate exercising method or inappropriate use of facility, adidas shall not be held liable.

您应确保在充分知悉并了解正确的运动方式、器械使用方式后方开始进行相应的锻炼。如有必要，您可以咨询健身房的巡场教练或阅读器械使用说明（如有），并遵照巡场教练或器械使用说明的指导进行锻炼，采取必要的安全措施。如您因采取不当的运动方式或器械使用不当造成损害，阿迪达斯不承担责任。

7. You shall comply with the guideline posted in the Gym. In terms of fitness classes, only under the precondition that adidas Personnel has completed the class(es) registration for you in advance can you attend the fitness class(es). Persons not registered for class(es) in advance are not allowed by adidas to attend the fitness classes. In case you fail to comply with above requirements and enter into the rooms for exercise or attending fitness classes without permission, you shall be held liable for any damage thus caused to you, adidas or others and bear corresponding compensation liability.

您应遵守展示于健身房的指南。对于健身课程，您仅可在阿迪达斯人员事先为您进行课程报名的前提下方可参与健身课程，阿迪达斯禁止未事先进行课程报名的人员参与健身课程。如您未遵守上述规定而未经批准擅自进入进行锻炼或参与健身课程，因此导致自身、阿迪达斯或他人遭受任何损害的，您应自行负责并承担相应的赔偿责任。

8. You shall appropriately and correctly use the equipment and facilities in the Gym. Otherwise you shall compensate for any damage caused to the equipment or facility due to your reason. The compensation amount shall be equivalent to the cost borne by adidas for the repair or replacement of damaged equipment or facility.

您应妥善、正确使用健身房内的器械和设施；否则，因您的原因造成器械或设施损坏的，您应进行相应赔偿，赔偿金额等同于阿迪达斯为维修、更换该等受损坏的器械或设施所支出的费用。

9. You shall be held liable for any personal injury or property loss caused to adidas or others due to your reason.

因您的原因给阿迪达斯或他人造成人身伤害或财产损失的，您应承担相应的责任。

10. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

您同意，如本免责声明的任何部分被认定为无效，本免责声明的其余部分仍应具有全部法律效力。

11. For any personal injury or property loss caused by adidas' reason or adidas' failure to fulfill the safety assurance obligations, adidas shall bear relevant compensation liability in accordance with the laws and regulations.

因阿迪达斯原因或未尽到安全保障义务导致的人身伤害或财产损失，阿迪达斯将依法承担相应的赔偿责任。

12. This Legal Disclaimer applies to all the activities and classes in the Gym. adidas shall not be held liable for any personal injury caused by you or a third party when such injury is suffered in an area outside of the Gym without due permission (including but not limited to any other areas in the Homecourt building, on your way to and from the Gym, etc.,).

本免责声明适用于健身房内的所有活动和课程。若您在健身房以外未经许可的其他区域（包括但不限于以楼内其他区域、往返健身房途中等），因您自身原因或第三人原因导致您遭受人身伤害的，阿迪达斯不承担任何法律责任。

By signing and filling in relevant information in below box, you hereby acknowledge that you have already carefully read the foregoing Legal Disclaimer, fully know and understand the contents hereof, and agree to accept all the provisions in above Legal Disclaimer as you own free act. In case you fail to sign and fill in relevant information below, it would be deemed that you refuse to accept above provisions, and you are not able to attend any fitness activity or class. Your personal information **(including your name, mobile & ID)** will be collected during the reservation and registration process and such collected personal information will be used only for necessary purposes, including verifying your identity, aiding you in an emergency, etc. adidas will appropriately protect your personal information, and timely delete your personal information [upon your written request].

通过在下方进行签名并登记信息，您在此确认，您已仔细阅读上述免责声明，充分知悉和理解其中的内容，并同意自愿接受上述免责声明的全部条款。如您未能在下方进行签名并登记信息，将视为您不同意接受上述条款，您将无法参与任何健身活动或课程。在预约和登记环节所收集的您的个人信息（可能涉及的个人信息包括：姓名，手机号码，身份证号码）将仅用于核实您的身份、在紧急情况下进行救助等必要目的。阿迪达斯将妥善保护您的个人信息，并【应您的书面要求】及时销毁您的个人信息。