

阿迪达斯工会活动 - 免责同意函

adidas Union Activities - Consent & Release of Liability

1 免责、弃权和赔偿

Release, waiver and indemnity

- 1.1 我承认，我参与的、由阿迪达斯体育(中国)有限公司和/或阿迪达斯集团任何其他成员(“阿迪达斯”)组织或代表其组织的活动(“活动”)涉及一定的风险。因我参与活动而引起的受伤、死亡、和/或财产灭失或损失的所有该等风险和概率，均由我接受并承担。

I acknowledge that my participation in the activities (**Activities**) organised by or on behalf of adidas Sports (China) Ltd. and/or any other member(s) of adidas Group (**adidas**) involves certain risks. I accept and fully assume all such risks and the possibility of personal injury, death, and/or loss of or damage to my property as a result of my participation in the Activities.

- 1.2 以阿迪达斯及其工会、董事、高级职员、员工、代理人、和代表(“组织者”)允许我参与活动为对价，并考虑到其他良好及有价值的对价，我谨此确认前述对价充分且已收到，我谨此同意如下：

In consideration of adidas and its union, directors, officers, employees, agents and representatives (**Organisers**) allowing me to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

- a) 因参与活动而引起的、我可能的对组织者的任何及所有的权利主张(包括与疏忽相关的权利主张)，我均予放弃；
to waive any and all claims, including those related to negligence, that I may have against the Organisers arising from participating in the Activities;
- b) 在法律允许的最大范围内，与我参与活动相关的、因遭受人身伤害和财产损失而引起的任何性质的权利主张或索赔，组织者均无须负责；
to the maximum extent permitted by law, the Organisers shall not be liable for any claims or actions of any kind whatsoever for damages or losses to persons and property which may be sustained in connection with my participation in the Activities; and
- c) 赔偿并使组织者免受，由我导致的因我参与活动而产生的我、任何第三方的任何人身伤害、财产损失所引起的任何及所有的索赔和责任。
to defend, hold harmless and indemnify the Organisers from any and all claims and liability for any personal injury to me, any third party or for any property damage caused by me which results from my participation in the Activities.

2 参与条件

Conditions of Participation

- 2.1 我承认并接受，我在活动期间始终是具有完全或相应的民事行为能力；我在参与活动前，听取并遵守安全告知和指示；且在之前和活动进行中，不得饮酒。

I acknowledge and accept that I am a person with full or corresponding capacity for civil conduct at all times throughout the Activities; I shall listen and adhere to safety briefings and instructions before taking part in the Activities, and not consume alcohol prior to or during the Activities.

- 2.2 我承认，组织者建议我购买相关的运动保险和个人保险，以应付意外或其他不测情形。

I acknowledge that the Organisers recommend that I have the relevant sports insurance and private insurance that will cover me in the event of an accident or other unforeseen circumstances.

- 2.3 对于我进出活动之场所的个人身份验证、背景安全检查和任何其他安检措施(乃至我个人物品的检查)，我均予同意。组织者采取的安全预防措施是对我和其他参与者的服务，而绝非旨在提供安全保证。对于我的个人物品在活动期间的安全问题，概由我本人负责，组织者概不负责。

I consent to the conduct of identity verification checks, background security checks, and any other security checks (which may include inspection of my personal property) prior to my entry or departure from the premises of the Activities. Safety precautions undertaken by the Organisers are a service to me and other participants but are not a guarantee of safety. I am fully responsible for the security of my personal possessions during the Activities and the Organisers will not be liable for replacement of any personal possessions.

- 2.4 我承认并接受，组织者完全有权自行决定变更活动的形式、日程或任何其他条件。在此情形下，本函照样适用。

I acknowledge and accept that the Organizers may change the format, course or any other conditions of the Activities at their discretion. If that occurs, this letter agreement applies to the changed conditions.

3 医疗

Medical

- 3.1 我承认并接受，以下人士不得参与活动：体质欠佳；心脏状况不良；孕妇(或潜在孕妇)；或疾患未痊愈。

I acknowledge and accept that the participation in the Activities is not for those who are: infirm; suffering from a heart condition; pregnant (or who may be pregnant); or suffering from pre-existing injuries.

- 3.2 尽我所知，我声明：不存在任何事由阻碍我参与活动；我目前并不存在可能阻碍我参与活动的任何疾患或医学状况，我参与活动也不会导致我的疾患或医学状况恶化。我承认并同意，我理解并接受相关风险是允许我参与活动的前提。我同意，在我参与活动之前、之中、及之后，对于我可能遭受的任何疼痛、不适、疲乏、或任何其他症状，我应立即告知医疗人员和组织者。我接受，一旦要求，我应立即停止或迟延参与活动。我也同意，一旦出现紧急状况应接受治

疗；我进一步同意，承担与该等医疗护理相关的所有费用，赔偿并使组织者免受，因该等医疗护理引起的任何费用或索赔。

I declare to the best of my knowledge that I know of no reason why I should not participate in the Activities and that I am not presently suffering from (and have not suffered from) any disease or medical condition which may prevent me from participating in the Activities or which may be aggravated by my participation in the Activities. I acknowledge and agree that my participation in the Activities is granted on the understanding that I understand and accept the risks involved. I agree that I shall immediately inform medical personnel and the Organisers of any pain, discomfort, fatigue or any other symptoms that I may suffer before, during and after my participation in the Activities. I accept that I may be required to immediately cease or delay my participation in the Activities if so requested. I also consent to treatment in the event of an emergency and further agree to pay all costs associated with such medical care and to defend, indemnify and hold harmless the Organisers from any costs or claims arising from such medical care.

- 3.3 我承认，作为我参与活动的前提条件，组织者有权进行流行病学调查并要求我提供相关健康信息（包括健康码），以确认我健康状况。我保证，我提供给组织者的所有前述信息应为真实、准确、完整且不具误导性。

I consent that as a precondition to my participation of the Activities, the Organisers may conduct epidemiology surveys and request the provision of health related information (including the Health Code) to verify my health conditions. I warrant that all such information that I provided to the Organisers is true, accurate, complete and not misleading.

4 公开

Publicity

- 4.1 我同意，对于我的姓名、形象、照片、录像、录音、表现数据和大致地点，组织者和/或代表组织者行事的任何第三方有权免费使用，用于公开、新闻、和/或任何日后的推广或广告。我谨此同意，组织者或其代表有权对我参与活动进行拍照、录像、和/或录音(单称或合称“**该形象**”)。

I agree to allow (at no cost) the Organisers, and/or any third party acting on behalf of the Organisers, to use my name, image, photograph, video, voice recording, performance data and general location for publicity, news and/or any future promotions or advertising. I hereby consent to the photography, filming and/or recording by or on behalf of the Organisers of my participation in the Activities (individually or collectively known as the **Images**).

- 4.2 在法律允许的最大范围内，对于我就该形象可能拥有的、所有目前和日后的版权和其他权利、权属和权益，我谨此转让给组织者。我同意，组织者有权将该形象以任何媒体形式用于其日后的推广活动；我并同意，就该形象的使用，我不会对组织者、其被许可人或受让人提出任何要求报酬的权利主张。我谨此同意，对于我目前或日后可能拥有的任何人身权利、在全世界任何地区可能拥有的任何相当于人身权利的权利，在法律允许的最大范围内，我均予放弃。

To the maximum extent permitted by law, I hereby assign to the Organisers, all present and future copyright and all other rights, title and interest which I may hold in the Images. I agree to the use of the Images by the Organisers in any media format in its future promotional activities and agree that I will not make any claim for remuneration against the Organisers, its licensees or assignees in respect of the use of the Images. I hereby agree to waive any moral rights that I may have now or in the future so far as is legally possible, any broadly equivalent rights I may have in any territory of the world.

- 4.3 此外，我授予组织者(和阿迪达斯集团)一项永久的、全世界范围内的许可，以使用我可能和其分享的所有评论、反馈、想法、和信息，可(在任何及所有媒体上)用于任何目的，包括但不限于阿迪达斯产品和阿迪达斯品牌的制造、销售、分销、广告和/或推广。

I also grant the Organisers (and the adidas Group), a perpetual and worldwide license to use all comments, feedback, ideas and information I may share with them for any purposes including, but not limited to, the manufacture, sale, distribution, advertisement and/or promotion of adidas products and the adidas brands (in any and all media).

5 隐私政策

Privacy Policy

- 5.1 我承认并接受，组织者有权收集我的个人信息，用于开展活动，包括识别参与者、确认参与者健康状况、录制成果、以及就活动或其他活动与我联系。

I acknowledge and accept that the Organisers may collect my personal information for the purposes of conducting the Activities, including identifying participants, verifying the health conditions of the participants, recording results and communicating with me about the Activities or other events.

6 通用条款

General

- 6.1 本函对我、我的继受人、代表、继承人、执行人、或受让人具有约束力。若有管辖权的法院或其他有权机构认定本函的任何条款和条件无效或不可执行，则该等条款和条件应视作删除，其余条款和条件仍继续保持其完全效力。本函应受中华人民共和国法律管辖，并据此解释。我确认，在签署本函前，我已详读并理解本函，我意识到一旦签署本函，我便放弃了我本可能向组织者索赔的若干法律权利。本函以中英文书就。如在解释上存在任何差异，以英文为准。

This letter agreement shall be binding upon me, my successors, representatives, heirs, executors, assignees, or transferees. If any of the terms and conditions of this letter agreement are found by a competent court or other competent body to be void or unenforceable, that term or condition shall be deemed to be deleted and the remaining terms and conditions shall remain in full force and effect. This letter agreement shall be governed by and interpreted in accordance with the laws of the People's Republic of China. I confirm that I have read and understood this letter agreement prior to signing it, and I am aware that by signing this letter agreement I am waiving certain legal rights which I may otherwise have against the Organisers. This letter agreement is written in both of English

and Chinese languages. The English language version shall prevail for any issues of interpretation.

参与者

Participant

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姓名/Name:

身份证号/ID No.:

地址/Address:

日期/Date: