



## 免除与放弃责任及赔偿协议

### RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

阳朔攀岩节组委会使用的攀岩安全标准是国际标准之一，并且我们尽我们最大的努力保障所有参与者在攀岩节期间的活动安全。同时我们也有责任告知所有的活动参与者，像攀岩这样的户外活动存在着潜在的风险。在此我们要求攀岩节活动的所有参与者理解并接受这样的风险。所有参与者需要正确和完整佩戴安全装备，包括安全带，头盔等。活动参与者在非活动场地发生的任何安全事故不在本次活动保险范围之内。

Yangshuo Climbing Festival Organizing Committee owns one of the international standard safety rules of rock climbing and we try our best to keep safe all the participants during the Rock Climbing Festival, but we also have a responsibility to inform participants that there are inherent risks in outdoor activities such as rock climbing and that participation in these activities requires understanding and acceptance of these risks. Each festival participant is required to be equipped with the appropriate safety equipment, including but not limited to helmet and harnesses. Activities carried out without the proper climbing equipment, and/or beyond the official festival sites are not covered by the insurance.

签名缩写 Initial: \_\_\_\_\_

本人在此承认本人已自愿申请不时参加攀岩，攀岩指令，以及租用攀岩设备，以下简称"活动"。

I hereby acknowledge that I have voluntarily applied to participate from time to time in rock climbing and/or in the rental of rock climbing gear, hereinafter referred to as "Activities".

签名缩写 Initial: \_\_\_\_\_

我意识到本活动是危险的，可能会造成严重的身体损伤，死亡或财产损失，而且本人在自愿参加这些活动时已了解到了这些风险。我明确表示承担所有这些危险，包括但不限于：滑倒，跌倒，物品或人摔落在人身上，设备失灵，锐角设备造成伤害，不当急救，以及溺水。

I am aware that the Activities are hazardous, involving risk of serious bodily injury, death, or property damage and I am voluntarily participating in these activities with knowledge of the risks. I expressly assume the risk of these dangers including, but not limited to, slips, falls, objects or persons falling on persons, equipment failure, injury from pointed equipment, improperly administered first aid, and/or drowning.

签名缩写 Initial: \_\_\_\_\_

作为从事这些活动的团队或其官员，代理人，服务者，自愿者，领导，活动参加者或其雇员（以下简称"责任被免除人"）允许参加这些活动以及使用他们设备的合法对价，下面签字人为自身，其继承人，遗嘱执行人，管理人，法定代表人，监护人，分配遗产受益人，受让人（以下简称"权利放弃人"）在此免除，放弃，解除，撤回针对因该活动或无论何地或无论何因在该活动中可能发生的任何意外作业以后可能造成的人身伤害，财产损失或意外死亡的诉讼或案由，以及在该活动或作业可能持续期间的任何诉讼或案由。

As lawful consideration for being permitted by the group engaging in these Activities or any of its officers, agents, servants, volunteers, leaders, activity participants, or employees, herein referred to as releases, to participate in these Activities and/or use their equipment, the undersigned does for him/herself, his/her heirs, executors, administrators, legal representatives, guardians, distributees, and assigns, collectively referred to as Releasers, hereby release, waive, discharge, and relinquish any action or causes of action for personal injury, property damage, or wrongful death which may hereafter arise from the Activities or any pursuit incidental thereto wherever or however said pursuit may occur and for any period said Activities and pursuits may continue.

签名缩写 Initial: \_\_\_\_\_

下面签字人进一步同意权利放弃人决不对责任被免除人因任何案由，人身伤害，财产损失或意外死亡提起诉讼或主张任何权利，无论这些案由，伤害，损失或死亡是否是因该责任被免除人在该活动或该活动中任何其它意外作业中的疏忽或非故意行为所致。

The undersigned further agrees that under no circumstances will Releasers prosecute or present any claim against



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Releasees for any causes of action, for personal injury, property damage, or wrongful death, whether the same shall arise by the negligence or non-intentional conduct of any of said Releasees from the Activities or any pursuit incidental thereto.

签名缩写 Initial: \_\_\_\_\_

下面签字人及其他权利放弃人在此同意保护，解救，无害，责任被免除人全体或任何一位因对下面签字人造成伤害，死亡或财产损失，责任被免除人可能发生的任何损失，责任，损害赔偿或支出（包括律师费）；以及责任被免除人全体或任何一位因对下面签字人造成人身损害，死亡以及财产损失而产生的诉讼。

The undersigned and the remaining Releasors hereby agree to indemnify, save and hold harmless the Releasees and each of them from any loss, liability, damage or cost (including attorney fees) which Releasees may incur as a result of injury, death, or property damage to the undersigned, or from suit from such personal injury, death, and/or property damage to the undersigned.

签名缩写 Initial: \_\_\_\_\_

本协议在其适用法律下应被在其允许范围内作尽可能广泛的解释。该适用法律指本协议解释的准据法。

This Agreement is intended to be as broad as is permissible under the local governing law, being that law under which this Agreement shall be interpreted.

签名缩写 Initial: \_\_\_\_\_

如本协议任何部分无效以及将被法院宣告无效，该协议的剩余部分被同意将继续完全有效。

If any portion of this Agreement is invalid and/or is declared to be invalid by a Court of Law, it is agreed that the balance of the Agreement shall continue in full force and effect.

签名缩写 Initial: \_\_\_\_\_

下面签字人已阅读并签署了该免除放弃责任及赔偿协议，并进一步同意除上述书面协议外没有任何口头陈述，声明或陈述说明已被做出。

The undersigned has read and voluntarily signs the release and waiver of liability and indemnity Agreement and further agrees that no oral representations, statements, or inducements apart from the foregoing written Agreement have been made.

签名缩写 Initial: \_\_\_\_\_

本人将负责在这些活动中的自身安全，并且承担所有风险，以及完全接受自己承担任何损害赔偿，任何种类的人身损害包括死亡的责任。任何人意欲租用攀登设备必须签署该协议作为租用的前提条件，任何参加有指导旅行的参加人必须签署该协议作为参加的前提条件，我认为这些使这份协议成为了一份合理的合同。

I will be personally responsible for my own safety during these Activities and assume all risks and accept full and complete responsibility for any and all damages and personal injury of any kind, including death. This Agreement must be signed by all persons intending on renting climbing gear as a condition for that rental and by all guided trip participants as a condition for participation, which in my opinion makes this Agreement a reasonable contract.

签名缩写 Initial: \_\_\_\_\_

下面签字人承认他/她已阅读了前述段落，并且充分意识到参加本活动所易发生的潜在危险，以及已充分了解了本文体中签名的法律后果。

The undersigned acknowledges that he/she has read the foregoing paragraphs and is completely aware of the potential dangers incident to engaging in the Activities, and is fully aware of the legal consequences of signing this instrument.

签名缩写 Initial: \_\_\_\_\_



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下面签字人同意阳朔攀岩节活动组委会（包括 The North Face®公司， Black Diamond 公司以及阳朔攀岩联合会）有权利使用在攀岩节活动中获取的照片、录像以及相关资料，并且有权利发表到公司网站、相关杂志以及相关场合。在使用这些照片、录像及相关资料时将不会提及当事人名字并且当事人不被支付模特费用。

The undersigned acknowledges that The Yangshuo Rock Climbing Organizing Committee ( including The North Face®, Black Diamond Equipment and The Yangshuo Climbing Association) always has the exclusive right to publish any photographs, video footage and the related documents of you during the Climbing Festival on the above companies' websites, magazines and other occasions. Also, usage of the photographs, video footage and the related documents will not mention your name will be free of model fees.

签名缩写 Initial: \_\_\_\_\_

任何参加阳朔攀岩节活动的摄影、摄像师将免费提供以下协助：

Any photographer or videographer attending the YS Climbing Festival will provide the following free of charge:

The North Face®公司， Black Diamond 公司以及阳朔攀岩联合会享有发表照片、录像并在任何产品目录、网站以及其他宣传资料使用的权利。同时享有照片在作为阳朔攀岩节活动相关的杂志文字报道、电视录像、网站封面的使用权利。所有的照片和录像在活动之后都应该立即服从 The North Face®公司， Black Diamond 公司以及阳朔攀岩联合会的使用安排。作为回报， The North Face®公司， Black Diamond 公司以及阳朔攀岩联合会将会确定以上所述使用的照片、录像资料的创始者将有良好的社会信誉回报。同时摄像和摄影师负有责任向 The North Face®公司， Black Diamond 公司以及阳朔攀岩联合会提供正确的信誉信息 Exclusive right to publish photographs and video footage in any catalog, website or other marketing material of The North Face® and Black Diamond Equipment. Also, usage rights of photographs for any articles published as a follow-up to the Festival in magazines and video footage on various websites for post-event coverage. All photographs and videos will be submitted to The North Face® and Black Diamond Equipment immediately following the Festival. In return, The North Face® and Black Diamond Equipment will ensure that the photographer receives proper credit for said photographs and videos in all said publications. The photographer and/or videographer will be responsible to provide The North Face® and Black Diamond Equipment the proper credit information.

签名缩写 Initial: \_\_\_\_\_

姓名（印刷体） Printed Name: \_\_\_\_\_

年龄 Age: \_\_\_\_\_

签名 Signature: \_\_\_\_\_

日期 Date: \_\_\_\_\_

身份证号 Passport Number: \_\_\_\_\_

父母或监护人签名 Parent or Guardian Signature: \_\_\_\_\_

日期 Date: \_\_\_\_\_