

【サンフランシスコマラソン参加申し込みに際しての免責及び権利放棄同意確認】 意識

サンフランシスコマラソンご参加の登録代行にあたりお客様は下記英語の条件部分に同意をされる事になります。日本語部分に関しては意識となりますので、H.I.S.には法的責任はございません。最終部分のサインをされる事により全ての権利及び責任を放棄される事となります。

PARTICIPANT ACCIDENT WAIVER AND RELEASE OF LIABILITY Release of Claims. In consideration of your acceptance of my entry in The San Francisco Marathon® events, of my own free will, I, for myself, my heirs, next of kin, executors, administrators, successors, assigns and personal representatives, hereby (A) forever waive, release and give up all claims, demands, liability, damages, costs, expenses of any kind whatsoever and I agree not to sue any San Francisco Marathon events partner including, but not limited to, The San Francisco Marathon, Inc., Jumping Fences, Let's Sweat, Worth the Hurt, West End Management Inc., Committed 2 Community, UCSF Medical, any sponsor, ambassador, organizer, volunteer, volunteer organization, co-participant, contractor, subcontractor or administrator of The San Francisco Marathon events, the National Park Service, GGNRA, San Francisco Recreations and Park Department, San Francisco Department of Justice, U.S. Government Dept. of Army, U.S. Army Presidio, the Presidio Trust, City and County of San Francisco, Golden Gate Bridge Highway and Transportation District, Cal Trans, Port of San Francisco, State of California, and any benefiting charity, California Highway Patrol or Dept. of Transportation or any officer, director, employee, representative, agent, contractor or subcontractor or of any of the foregoing with respect to any claim that may arise in connection with The San Francisco Marathon events or any related activity or my participation therein, including any and all claims of death, disability, personal injury, property damage, property theft and (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during the San Francisco Marathon events.

サンフランシスコ・マラソン・イベントには私個人の意思による登録を行います。私は私本人の意思でサンフランシスコマラソンの運営に関わる公的機関、団体、ボランティアを含める全ての関係者への要求、責任の追及、損害賠償の全てを放棄し、関係者を訴える権利がない事に同意します。

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating &/or volunteering in this event.

このイベントが非常に過酷な競技であり、肉体的精神的なダメージや各種後遺症、場合によっては死に至る可能性があるかと理解します。このリスクには天候、気温等様々な外的要因、関係者の行為による物も含まれます。

I certify that I am physically fit, have sufficiently trained for participation in the San Francisco Marathon events and have not been advised otherwise by a qualified medical person. I understand that The San Francisco Marathon events are dangerous activities, that no warranty is made concerning their safety or that

of the locales where they are run and that traffic control terminates based on a 6-hour runner marathon finishing time.

サンフランシスコマラソン参加が可能な身体条件と適正なトレーニングを受けており、医療関係者より出場を制限される者ではありません。私はこのイベントが危険な行為である事を認識し、イベント運営及び各種関係者より保証を受けられるイベントではない事を理解しています。

また交通規制の解除は6時間で打ち切りとなる事を理解しています。

I hereby assume all risk in connection with my participation in The San Francisco Marathon events and related activities, including traveling to or from the event, even if caused in whole or in part by the negligence or other fault of the parties or persons I am hereby releasing, by the dangerous or defective condition of any property or equipment owned, maintained, or controlled by them and/or because of their liability without fault. I fully understand I am forever giving up, in advance, any right to sue or make any claim against the parties I am releasing if I suffer such injuries and damages, even though I do not know what or how extensive those injuries and damages might be, and am voluntarily assuming the risk of such injuries and damages. I understand that the date, time and location (including the course route) of The San Francisco Marathon events are subject to change without notice.

私はこのイベントに参加するにあたり、終了後に発生する可能性のある全ての事項に対して訴追、賠償請求等の一切の権利放棄を了承しています。また運営側の決定によりマラソンの日時、場所、コースの変更が行われる可能性がある事を了承しています。

A change to the race course may include not running across the Golden Gate Bridge, or only running on the sidewalks of the Bridge as opposed to the road. I further understand that if I want a race registration fee refund I must request a refund by email no later than July 14th, 2018,

コース変更にはゴールデンゲートブリッジの使用をしない場合も含まれます。もし、レース登録料の返金を求める場合は7/14/2018以前の解約手続きでなければ返金がない事を了承します。

if I don't make this a request by July 14th my race fee is non-refundable and only applies to The 2018 San Francisco Marathon events. The refund applies to race registration fees only. Club and training programs, ancillary and travel expenses are not eligible for refund. I further understand that the fee is nonrefundable if the event is cancelled due to the threat of or acts of God, war, terrorism, disaster, earthquake, government regulation/permitting and/or for economic/financial reasons. I understand that there will be a \$10 charge to switch to another San Francisco Marathon event or wave start plus any additional fees of the new event.

7/14/2018以前に手続きされない限り返金不可の旨了承しています。またマラソン参加のために掛かった費用一切について運営側への請求権利を放棄します。もし、このイベントが天候、天災、テロリズム、地震、政府勧告、経済的な理由等により中止、変更となった場合も返金がない事を了承します。また\$10の手数料にて他のサンフランシスコマラソンイベントへの振り替えが可能であり、変更イベントに追加費用が発生する可能性がある事も了承します。

If I downgrade in fees, there will be no refund of the difference and the \$10 event change fee will still apply.

もし、振り替えのイベント費用がこのイベントより安い場合も返金がない事を了承します。その場合も\$10の手数料が発生する事を了承します。

In addition, if you are registering third parties, you represent and warrant that you have been duly authorized to act as agent on behalf of such parties in performing this event registration. If I am a minor then the undersigned parent/guardian gives permission to a designated MD, RN, EMT, Paramedic, or emergency service providers to provide me with medical attention in the case of an injury or medical problem during my participation in The San Francisco Marathon and all other related events.

The parent/ guardian signing below also agrees to all other Waiver terms herein.

追加事項として第三者を通しての登録の場合はその登録代行者が私と同じ権利を代行する者であることを了承します。未成年者の場合は保護者に当たる成人より医療を含む全ての行為の許諾を得たものと了承します。

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident and or illness during the San Francisco Marathon events.

サンフランシスコマラソンのイベント中に怪我、事故、病気が発生した場合には、適切と思われる治療を受けることに同意します。

I understand that at the San Francisco Marathon events or related activities, I may be photographed and filmed. I agree to allow my name, photo, video or film likeness to be used for any legitimate purpose by The San Francisco Marathon and its affiliates, producers, partners, sponsors, organizers and or assigns.

私は、サンフランシスコマラソンのイベントまたは関連する活動で、自身の撮影される可能性があることを了承しています。私は、サンフランシスコマラソンとその関連会社、プロデューサー、パートナー、スポンサー、主催者等によって、自分の名前、写真、ビデオ、フィルム等に使用されることに同意します。

This Waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I agree to abide by all of The San Francisco Marathon Rules, as outlined at www.thesfmarathon.com. If I do not abide by these rules, then I understand I could be penalized.

この権利放棄は、適用される法律の下で許可されている最大限の範囲で放棄および権利放棄を行うように広く解釈されるものとします。私は www.thesfmarathon.com で概説されているように、サンフランシスコマラソンルールをすべて遵守することに同意します。私がこれらの規則を守らなければ、私はペナルティを受ける可能性があることを理解しています。

I hereby certify that I have read this document; and, I understand its contents. RUN 365 TRAINING PROGRAM WAIVER SECTION: I understand and agree to the following if I am also registering for the Official San Francisco Training Program Run 365. In consideration of being allowed to participate in The San Francisco Marathon Training Program Run 365, in addition to the payment of any fee or charge, I do hereby forever waive, release and discharge Committed 2 Community, West End Management, Jumping Fences, Let's Sweat, Worth the Hurt, Organs R Us, and TrainingWell.org, The San Francisco Marathon, Inc, and their officers, agents, employees, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to my person and/or property, including those caused by negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with

participation in any activities, programs or services of The San Francisco Marathon Training Program Run 365 at various sites, including roads, parks or my residence, and including any exercise equipment provided by and/or recommended by The San Francisco Marathon Training Program Run 365. I have been informed of, understand and am aware that running, strength, flexibility and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that fitness activities and using equipment with full knowledge, understanding the dangers involved.

私はこの書面を読み、RUN365 TRAINING WAIVER その他のマラソン参加に関わる全ての規定に同意し、これらの内容についての請求、訴追等全ての権利を放棄し、全ての情報提供を受けた物と理解します。

I hereby agree to expressly assume and accept any and all risks of injury or death.

私は、負傷または死亡のリスクを想定し同意します。

I do hereby further declare myself to be physically sound and suffering from no condition impairment, disease, infirmity or other illness that would prevent my participation in these activities or use of equipment.

私は、身体的に健全であり、これらの活動や器具の使用を妨げるような状態の障害、病気、虚弱その他の病気に苦しんでいる状態ではない事を宣言します。

I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise activities, programs and use of exercise equipment.

私が運動活動、プログラム、および運動器具の使用に参加するために医師の承認が必要であることを知らされていることをここで認めます。

I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and have been given my physician's permission to participate or I have decided to participate in the exercise activities, programs and use of equipment without the approval of my physician and do hereby assume all the responsibility for my participation in said activities, programs and use of equipment. I understand that The San Francisco Marathon Training Program, Run 365, providing and maintaining an exercise/fitness program for me does not constitute an acknowledgement, representation or indication of my physiological wellbeing or a medical opinion relating thereto. Fees are non-transferable to another person or year.

毎年1回以上の身体検査を受け、医師の参加許可取得が推奨されていること、もしくは医師の承認なしに運動活動、各種スポーツイベントに参加することを理解しています。この活動、プログラム、機器の使用にすべての自己で責任を負うものとします。サンフランシスコマラソンに関する各種トレーニングプログラムが私の健康状態を保証するものではない事を理解しています。マラソン参加に関する手数料は他人への譲渡または翌年以降への変更が出来ない事を理解しています。

There will be a \$10 charge to switch to another training program plus any additional fees of the new program. If I downgrade in fees, there will be no refund of the difference and the \$10 event change fee will still apply.

別のプログラムへの切り替えには\$10の手数料が掛かり、追加費用の発生の可能性がある事を了承します。もし、振り替えプログラムが安くなる場合も返金されない事、\$10の手数料が別途掛かる事を了承しています。

I hereby consent to the use by The San Francisco Marathon(TM) Inc., The San Francisco Marathon Training Program, Run 365, and its permittees of my name, photograph, and likeness in connection with my participation in the marathon & related activities. FUNDRAISING OPTIONS SECTION: I understand the following if I am participating in any of the fundraising programs with The San Francisco Marathon™, The San Francisco Marathon Training Program Run 365, Cause to Run™, Run for Charity. All contributions, whether checks or credit cards, must be given to The San Francisco Marathon on or before the fundraising deadline in order to receive the refund of race registration, and/or training program registration.

サンフランシスコマラソンおよび各種関連活動への参加に関連して、私の名前、写真等の使用に同意します。

募金オプションセクション：私がサンフランシスコマラソン、サンフランシスコマラソントレーニングプログラムラン 365、Cause to Run、チャリティランの資金調達プログラムに参加している場合は、レース登録やトレーニングプログラムの登録の払い戻しを受けるには、小切手やクレジットカードのすべての寄付金をサンフランシスコマラソンに募金締め切り期限までに提出する必要がある事を理解しています。

I understand that all contributions processed by The San Francisco Marathon office are non-refundable, even if I do not complete The Training Program or participate in the Marathon. If I have not met the minimum fundraising requirement by the fundraising deadline, I may make my own donation to reach that minimum, or I will not receive the registration refund and/or training program refund. I also understand that any money raised through this program, and raised using the name of “The San Francisco Marathon”, must be turned over to The San Francisco Marathon.

サンフランシスコマラソン事務局で処理されたすべての寄付は、トレーニングプログラムを完了していない場合、またはマラソンに参加していても払い戻しできないことを理解しています。募金締め切りまでに最低限の資金調達要件を満たしていない場合、最低限の寄付をし、登録払い戻しやトレーニングプログラムの払い戻しを受けません。また、このプログラムを通して提供された資金は、サンフランシスコマラソンに引き渡す必要があることを理解しています。