

## LIABILITY WAIVER AND RELEASE

What to expect in the VRChillZone: VRChillZone is virtual reality and related activities which may include a number of experiences, including but not limited to experiences that are frightening, thrilling and/or entertaining (the "Activities"). I understand that virtual reality experiences like the Activities are highly immersive and can feel extremely realistic at times. I confirm that my participation and, if applicable, the participation of my dependent child(ren) (individually and collectively, the "Child"), is fully voluntary and that neither I nor the Child has any known physical, mental or health-related reasons or problems that should preclude or restrict my or the Child's participation in the Activities.

**Health Notice/Affirmation:** I am aware that some people may experience nausea, disorientation, vertigo, seizures, motion sickness, general discomfort, headaches, anxiety or other physical, mental or health-related injuries when experiencing virtual reality. Those with epilepsy may be adversely affected by virtual reality experiences. On behalf of myself and the Child, I voluntarily assume all associated risks, and take full responsibility for these and any other consequences that may arise from my participation in the Activities.

Risk Waiver and Release: In consideration for being permitted to participate in the Activities provided by VRChillZone, I hereby, for myself, the Child, my heirs, executors, administrators, assigns or personal representatives, release and forever discharge the VRChillZone and its affiliates, members, partners, representatives, directors, employees, contractors, licensors, agents, and their successors and assigns (collectively, VRChillZone Parties) from and against any and all losses, damages, injuries (including death) or other liability financial or otherwise that may arise from my or the Child's participation in the Activities.

I acknowledge that the Child or I may subsequently learn of claims, risks or facts of which we are not currently aware. It remains my intention, on behalf of myself and the Child, to grant the VRChillZone a full and final release of all claims, whether known or unknown.

I expressly waive any rights that I or the Child may have including rights based on statutes or common law principles of similar effect.

I confirm that neither I nor the Child will pursue legal or other action against the VRChillZone for any losses, damages, injuries (including death) or other liability real or perceived arising from the Child's or my participation in the Included Activities.

## LIABILITY WAIVER AND RELEASE

**Entire Agreement:** I understand that this Waiver and Release contains the entire agreement between the parties, and no other evidence will be used or admitted to alter or explain the terms of this Waiver and Release. If any provision within this Waiver and Release shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this Waiver and Release shall be determined to be unlawful or otherwise unenforceable, the remainder of this Waiver and Release shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

BY ACKNOWLEDGING AND ACCEPTING THIS LIABILITY WAIVER AND RELEASE, I AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY ACKNOWLEDGING AND ACCEPTING THIS WAIVER AND RELEASE ON MY BEHALF AND ON BEHALF OF THE CHILD, IF APPLICABLE. I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS WAIVER AND RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM ACKNOWLEDGING AND ACCEPTING IT OF MY OWN FREE WILL.

Name (printed) and names of child(ren)	
Signature	Date