

WAIVER of CLAIMS, RELEASE of LIABILITY, ASSUMPTION of RISK, and INDEMNIFICATION AGREEMENT

READ CAREFULLY: Your use of virtual reality equipment indicates your acceptance of the terms and conditions of this WAIVER of CLAIMS, RELEASE of LIABILITY, ASSUMPTION of RISK and INDEMNIFICATION AGREEMENT (“Agreement”). By agreeing to the terms provided in this document, you are waiving certain legal rights, including the right to sue.

AS CONSIDERATION for the permission to participate in the virtual reality (“VR”) activities provided by **Game On Virtual Sports Lounge, LLC**, located at 141 S High Street, Roanoke, IN 46783 (“**Game On**”), I acknowledge that my (or my dependent’s) VR participation at **Game On** is expressly conditioned on my agreement to the terms and conditions of this Agreement. By participating in VR and/or by signing below, I agree to the following terms and conditions:

1. ASSUMPTION OF RISK: I wish to participate (or allow my dependent to participate) in the VR experience offered at **Game On**, which includes use of various VR equipment and/or wearable technology (e.g., HD Sports Equipment (hereinafter “VR equipment”). I understand that my participation (and the participation of my dependents) may involve certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used, the risk of injury associated from my use of VR equipment, the risk of injury resulting from another participant’s use of VR equipment, or possible negative reactions to VR including but not limited to feelings of nausea, dizziness, seizures, and disorientation. I further acknowledge that since VR is a new technology, there may be unknown and non-obvious risks associated with this technology.
2. RELEASE OF LIABILITY: I acknowledge all of the risks associated with VR and assume responsibility for my (or my dependents’) participation in the VR experience. **I, for myself and on behalf of my dependents, hereby release, hold harmless and indemnify Game On, and its members, employees, authorized agents, successors and assigns (hereafter referred to as ‘Releasees’) from and against any and all claims, causes of action, suits, demands, procedures, costs, expenses (including attorney’s fees and expenses), damages and liabilities in any way arising out of, connected with, or resulting from my (or my dependent’s) VR participation (“Claims”), including, but not limited to, Claims resulting from the manufacture, selection, delivery, possession, use or operation of VR equipment, whether caused by the negligence of the Releasees or otherwise.** Additionally, I understand that this release shall be binding upon my estate, my heirs, my representatives and my assigns. I hereby certify that I, or the minor/dependent participant for whom I am legally responsible, am/is in good health and do/does not suffer from a heart condition, contagious dermatological condition, or other ailment which could be exacerbated by participation in the VR experience or pose a risk to other participants.
3. INDEMNIFICATION/HOLD HARMLESS: I (and my dependents) will not sue, or join others in suing, the Releasees for any Claims released under this Agreement. If I, or if anyone on my behalf (or on my dependent’s behalf), makes any claim against any of the Releasees, I shall indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorneys’ fees, court costs, judgments, settlements or other costs

which may occur as the result of any such claim resulting from injuries or illness (including, but not limited to, death), damages or loss.

4. LEGAL EFFECT: I understand and agree that the provisions of this Agreement apply to each and every time I (and my dependent's) visit Game On and/or use the VR equipment. This Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Indiana. If any portion of this Agreement is held invalid, it is agreed that the remainder of this Agreement shall continue in full legal force and effect.

I certify that I am 18 years of age or older. I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND RULES, AND I AM AWARE THAT BY MY USE OF VR TECHNOLOGY AT GAME ON AT ANY TIME, I AM INDICATING MY ACCEPTANCE TO THE TERMS OF THIS AGREEMENT.

Signature: _____

Dated: _____

Printed: _____

By signing above, I also am signing on behalf of my dependents I am responsible for listed below. I certify that I have the power and authority to sign this Agreement on behalf of these dependents and that only dependents that are at least 5 years of age will be allowed to play games):

	<u>Name</u>	<u>Age</u>
1.		
2.		
3.		
4.		
5.		

Emergency contact name & number: _____