

# MEGAZONE VIRTUAL REALITY RELEASE AGREEMENT

“Release Agreement” refers to the Assumption of Risks, Waiver of Claims and Indemnity, and Release of Liability Agreement. “I” and “me” means the user and the acceptor of this Release Agreement. “Activity”, “Activities”, “Service” and “Services” shall include all activities associated with the use of virtual reality equipment. By using the Services provided by Megazone, I acknowledge and accept the terms of this Release Agreement, together with any documents referred to herein. I warrant that I have the legal capacity to enter this Release Agreement. Should I accept the Services on behalf of another legal entity, I hereby warrant that I have authorization whether expressed or implied, to bind that entity to the terms of this Release Agreement. If I permit a person who lacks the legal capacity to utilize the Activities and Services, I am legally bound by this Release Agreement. If I disagree to the terms and conditions of this Release Agreement, I will immediately discontinue and remove access to the use of the Services and Activities provided by Megazone. I agree to grant Megazone royalty-free license to use photos, videos, or digital likeness solely for promotional, educational, and/or commercial purposes. I have read and fully understand “Megazone Rules” and acknowledge my user experience is fully reliant upon my ability follow the directions. I understand that failure to comply with the rules and directions could result in expulsion from the premise without any refund. Payment for Services is required in advance of the use of services.

## ASSUMPTION OF RISKS:

I acknowledge and understand that there are dangers and risks associated with the use of virtual reality equipment which includes, but not limited to: dizziness, nausea, vomiting, short breath, pallor, headaches, disorientation, fatigue, seizures, impaired hand-eye coordination or balance, eye strain, blackouts, discomfort, loss of awareness, altered, blurred, or double vision or other visual abnormalities, excessive sweating, increased salivation, drowsiness, or any symptoms associated with motion sickness. I acknowledge the known and unanticipated risks that can result in physical injuries to myself and others, emotional injury, death, and damage to personal, public, third party, and Megazone’s property. By participating in the Activities provided by Megazone, I freely and fully assume and agree to the hazards and risks, and to use my best judgment while engaging in those activities.

## WAIVER OF CLAIMS AND INDEMNIFY AND RELEASE OF LIABILITY AGREEMENT:

I agree to indemnify and hold Megazone harmless from and against any and all loss, liability, claim, damage, and expense (including reasonable legal fees and expenses) arising out of any accident, injury or death to persons, or loss or damage of property, or fines and penalties which may result, in whole or in part, by the use of Megazone’s Services. I shall defend and settle all suits or proceedings arising out of the foregoing. The obligations of this Release Agreement shall last in perpetuity. I acknowledge that if I or a legal entity in which I have bound to the terms of this Release Agreement suffers an injury and seeks medical assistance, the costs will be at my own expense, my personal insurer(s), or my legal entities’. I understand that Megazone will not be held liable for any costs inflicted to myself or the legal entities that I have bound to this Release Agreement. I agree to indemnify Megazone for any indirect, incidental, consequential, special, or exemplary damages resulting from my own use or another legal entity bounded by myself of Megazone’s services and virtual reality equipment. The compensation should cover, but not limited to any loss of profit, earnings, anticipated earnings interruption or loss of business, or any consequential losses, problems, or fault.

I agree that if, at any time during my use of Megazone’s equipment, I position myself too far out or too close to the designated play area, which is determined by Megazone; any and all Megazone staff may help position me to the centre of, or remove me from, the play area by any means deemed necessary by Megazone.

I also agree to indemnify and fully compensate Megazone for any property damage I cause to Megazone’s property.

Megazone offers a variety of software titles with a range of genres and ratings. Megazone staff can provide helpful recommendations regarding content, but it is the sole responsibility of the parent/ guardian of any participant under the age of eighteen (18) to ensure that the content selected by them is deemed appropriate.

First Name:

Last Name:

Date:

I Certify I am over 18 years old

Date of Birth (under 18):

Signature:

