



## **PARTICIPANT INFORMATION & PARTICIPANT RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BEFORE SIGNING**

By attending the "Immersion XP LLC" Virtual Reality Adventure Center, you release Immersion XP LLC from any and all liability - financial or otherwise - that may arise from your attendance. You are hereby aware that, in some rare instances, people may experience nausea, disorientation, motion sickness, general discomfort, headaches or other health issues when experiencing virtual reality. Your booking signals that you understand the nature of this activity, that you are in good physical condition, that you are not under the influence of alcohol or drugs which may impair your ability to maintain safety awareness and endanger others. Furthermore your booking also indicates your agreement to take full responsibility for these or any other consequences that may arise from attendance at any of the "Immersion XP LLC" locations.

Be aware that some content being exhibited is in an unfinished, prototype state, and may heighten the above sensations. Demo experiences are explicitly not intended for users under 13 years of age, and your booking signals your agreement to take full responsibility for any use of virtual reality or any other technologies exhibited at Immersion XP by any minors in your care. By remaining on the premises you agree you will not pursue legal action against "Immersion XP LLC" for any damages - real or perceived - arising from your attendance. If you do not wish to be subject to the foregoing, please discontinue your booking.

Your attendance signals your irrevocable consent to, and authorization without compensation for "Immersion XP LLC" to film, to use your likeness, pictures, voice, and to make photo, video and audio recordings of your attendance in any "Immersion XP LLC" locations which may be used for publicity purposes: on the Immersion XP website, in brochures and flyers, social media outlets, news releases, and in presentations to prospective program participants.. You are hereby aware of such recording, and relinquish your rights to any compensation for any release of these recordings in any media now extant or to be devised in the future. You retain the right to have any photograph(s) and/or video(s) be discontinued from any of the above, however you must contact Immersion XP directly with your request.

In addition, you also knowingly give your consent for your email to be used by Immersion XP LLC for communications, newsletters and marketing promotion purposes. You have the right to unsubscribe from such communications, if you choose to do so.



## Who Can Play?

You must be 8 years or over to play. However be informed that the VR headset manufacturers have set the recommended minimum age as 13.

We do not recommend this experience to those who:

- have pre-existing binocular vision abnormalities (Beyond just wearing glasses. See our Faq regarding this.)
- are children under the age of 13 without proper parent or guardian participation and permission

We recommend that you discuss participation with your Dr. prior to attendance if you:

- have psychiatric disorders
- suffer from a heart condition
- other serious medical condition

**Seizures:** Some people (about 1 in 4000) may have severe dizziness, seizures, epileptic seizures or blackouts triggered by light flashes or patterns, and this may occur while they are watching TV, playing video games or experiencing virtual reality, even if they have never had a seizure or blackout before or have no history of seizures or epilepsy. Such seizures are more common in children and young people under the age of 20. Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should see a doctor before playing VR games.

**Other Responsibilities:** By using Immersion XP LLC's services, you acknowledge you are renting space, hardware and software for the duration of your reservation. Please keep to all the in game safety guides to prevent equipment damages. You are financially responsible for damages to any equipment that may occur during playtime. This includes: VR Headsets, Headphones, controllers, Pc's, Sensors, LED Screens, and any additional equipment on the premises, including, but not limited to, Haptic gear. In case of such damage(s) you are responsible to pay the price of the damaged equipment.



By using Immersion XP LLC's services, you acknowledge you will obey any instructions provided and will follow the rules. Failure to comply may end in the termination of your experience. Furthermore, Immersion XP has the right to end an experience at any time and for any reason.

Immersion XP LLC is not responsible for any lost or stolen property.

HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND ALSO BY DOING SO, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IF A PARTICIPANT IS A MINOR UNDER 18, I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR AND CONFIRM THAT THE INFORMATION I ENTERED IS ACCURATE AND TRUE. I AM AT LEAST 18 YEARS OLD AND I HAVE READ AND AGREE TO THE TERMS OF THE ABOVE AGREEMENT. BY 'SIGNING OFF BELOW I AM ELECTRONICALLY CERTIFYING THIS WAIVER DOCUMENT JUST AS IF I WOULD HAVE PHYSICALLY SIGNED IF IT WAS ON PAPER.