



### **WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in the **Wagga Bowling and Entertainments with 9D VR Egg Simulator Ride** (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in this Activity, and do hereby release and forever discharge Wagga Bowling and Entertainment Centre with **9D VR Egg Simulator Ride** located at 65A Trail Street, Wagga Wagga, New South Wales 2650, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I agree to indemnify and hold harmless Wagga Bowling and Entertainment Centre with 9D VR Egg Simulator Ride against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If **Wagga Bowling and Entertainment Centre** with 9D VR Egg Simulator Ride incurs any of these types of expenses, I agree to reimburse Wagga Bowling and Entertainment Centre with 9D VR Egg Simulator Ride.

I acknowledge that Wagga Bowling and Entertainment Centre and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Adventures with VR and Jade Marketing and Technology Corporation.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, OR SERIOUS INJURY. The risks may include, but are not limited to, those caused by facilities, equipment and action of others, including but not limited to, participants, volunteers, spectators, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "**WAIVER AND RELEASE**" AND WAGGA BOWLING AND ENTERTAINMENT CENTRE'S FULL **SAFETY TERMS AND CONDITIONS** and FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE WAGGA BOWLING AND ENTERTAINMENT CENTRE AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS,



FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST WAGGA BOWLING AND ENTERTAINMENT CENTRE FOR PERSONAL INJURY.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Wagga Bowling and Entertainment Centre, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between parties of equal bargaining strength. Both the Participant, and Wagga Bowling and Entertainment Centre agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written construed and enforced as so limited.

I the undersigned participant affirm that I am of the **age of 16 years or older**, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participants Name:

Participants Address:

Signature:

Date:

In the event of an emergency, please contact the following person.

EMERGENCY CONTACT

CONTACT RELATIONSHIP

EMAIL



Participants Name:

Participants Address:

Signature:

Date:

In the event of an emergency, please contact the following person.

EMERGENCY CONTACT

CONTACT RELATIONSHIP

EMAIL TELEPHONE

**PARENT/GUARDIAN WAIVER FOR MINORS (8-16 years) \* Ride not suitable for persons under 8 years and is conditional**

In the event that the participant is under the age of consent (16 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of  
, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name:

Relationship to Minor:

Signature:

Date: