

Liability Waiver and Release

By signing this document, you will waive certain legal rights, including the right to sue.

PLEASE READ CAREFULLY!

What to expect in the Space VR virtual reality experience: virtual reality and related activities may include, but are not limited to, experiences that are frightening, thrilling, or confusing (hereinafter the "Included Activities"). I understand that virtual reality experiences are highly immersive and can feel highly realistic. I affirm that my participation and/or the participation of my dependent child/ward (hereinafter "My Child") is fully voluntary and neither I nor My Child has any known physical, mental or health-related reasons or problems that should preclude or restrict my or My Child's participation in the Included Activities. I am aware that some people may experience dizziness, nausea, disorientation, vertigo, motion sickness, general discomfort, headache, eye strain, anxiety, or seizures (hereinafter "Health Risks"). On behalf of myself and My Child, I voluntarily assume all associated risks and take full responsibility for these and any other consequences that may arise from my or My Child's participation in the Included Activities.

Space VR, an S Corporation organized under the laws of The State of California and the United States, its agents, members, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Space VR) affirm:

This Liability Waiver and Release, together with any documents referred to herein, governs the User's use of the Space VR virtual reality equipment with various virtual reality content and/or software (the "Services"), at Space VR locations (the "Premises").

IN CONSIDERATION OF Space VR allowing the User to use the Services, the User agrees as follows on behalf of themselves, their spouse, children, wards, parents, heirs, assigns, personal representatives and estate:

1. By using the Services I confirm that I accept the terms of this Waiver and Release and that I agree to abide by them. The words "I" and "me" in this Waiver and Release refers to the User. Should I access the Services on the behalf of another legal entity, I hereby warrant that I have the authority, actual or implied, to bind that entity to the Waiver and Release. In using the Services, I represent and warrant that I have the capacity to enter into a legal agreement in the State of California. If I do not have the capacity to enter into a legal agreement in the State of California, I may not use the Services unless a parent or legal guardian agrees and consents to this Waiver and Release on my behalf. By permitting a person who lacks capacity to utilize the Services, the parent or legal guardian is hereby bound by this Waiver and Release.
2. If I do not agree to the terms of this Waiver and Release, I understand that I must promptly discontinue my access to and use of the Services. Any continued use of the Services will be considered as consent and acceptance of the terms of this Waiver and Release by the User or their parent or legal guardian.
3. I acknowledge that my or my child's use of virtual reality equipment entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The Space VR employees have difficult jobs to perform. They seek to create a safe environment but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions and the equipment being used might malfunction. I expressly agree and promise to accept and assume all of the risks existing in this activity. My or my child's participation in this activity is purely voluntary and I elect to participate in spite of the risks.
4. If I and/or My Child are injured, I acknowledge that I and/or My Child may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent/affirm that I have adequate insurance to provide coverage for such medical expenses. I understand and agree that Space VR will not pay for any cost or expenses incurred by me if I and/or My Child are injured.
5. In consideration for being permitted to participate in the Included Activities provided by Space VR, I hereby for myself, My Child, my heirs, executors, administrators, assigns or personal representatives, release and forever discharge Space VR and its affiliates, members, partners, representatives, directors, officers, employees, contractors, licensors, agents, and their successors and assigns (collectively, the Space VR Parties) from and against any and all losses, damages, injuries (including death) or other liability financial or otherwise that may arise from my or My Child's participation in the Included Activities.
6. I acknowledge that My Child or I may subsequently learn of claims, risks, or facts of which I/we are currently not aware. It remains my intention on behalf of myself and My Child to grant Space VR a full and final release of all claims, whether known or unknown. I am aware of Section 1542 of the California Civil Code, which provides that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of e exiting the Release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Being aware of this Code section, I expressly waive any rights that I or My Child may have based upon it, as well as under any other statutes or common law principles of similar effect.

Neither I nor My Child will pursue legal or other action against any of the Space VR Parties for any losses, damages, injuries (including death) or other liability real or perceived arising from participation in the Included Activities.

I understand that Space VR offers a variety of software titles and some content may not be appropriate for users under the age of 18. It is my sole responsibility to monitor and/or restrict the use or viewing of such titles by My Child or any minor for whom I am the parent or legal guardian.

7. I also agree to indemnify and fully compensate Space VR for any accidental or purposeful property damage I or My Child cause to Space VR property, including but not limited to Space VR virtual reality equipment, resulting from my use of Space VR virtual reality equipment. Furthermore, should Space VR or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to fully indemnify and hold Space VR harmless from all such fees and costs.
8. 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 several 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.
9. I acknowledge that I have read, viewed or heard the rules governing my participation and/or My Child's participation in any activity at Space VR. I certify that I understand and have explained the Space VR Rules to My Child. I understand that Space VR Rules have been implemented for the safety of all participants at Space VR, including myself and/or My Child. I acknowledge that failure to follow the rules or if Space VR's agents or representatives deems me to be under the influence of drugs or alcohol it could result in the expulsion of myself and/or My Child from Space VR forfeiting any fees paid to Space VR or its representatives.
10. Full payment of all applicable fees is required by the User in advance of use of the Services. A full refund will be issued for all reservations cancelled at least four (4) hours in advance of a scheduled booking. Users who cancel their reservation less than four (4) hours in advance of a scheduled booking will forfeit all fees paid and shall not be entitled to a refund.
- 11. I have had sufficient opportunity to read this Waiver and Release and the Space VR Rules and have read and understood and agree to be bound by their terms. I, the undersigned, affirm that I am the age of 18 or older, and that I am freely signing this Waiver and Release, that I fully understand its content and that this Waiver and Release cannot be modified orally. I acknowledge that this is a release of liability and a contract and that I am signing it of my own free will.**

ONLY ONE PARTICIPANT IS ALLOWED PER AGREEMENT.

Participant Name: _____

Parent/Guardian Name: _____

Email: _____

Phone: _____

Address: _____

Signature: _____

Date _____