

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

By signing this Agreement, certain legal rights, including the right to sue, will be waived.

PLEASE READ CAREFULLY!

VR DIMENSIONS LLC, a limited liability company, organized under the laws of Michigan as of August 2019, its agents, owners, affiliates, volunteers, participants, employees, and all other persons or entities acting on its behalf in any capacity are hereinafter collectively referred to as "Releasees"

The "Agreement" governs the User's use of all VR Dimensions virtual reality equipment with various software and/or virtual reality content ("Services").

In consideration of the opportunity to participate in the VR Dimensions, LLC (Company), gaming, sports, and/or entertainment event (Event), the registration process of which requires acceptance of this agreement, I hereby agree to the following Waiver and Release of Liability (Agreement):

If I do not agree to the terms of this Agreement, I understand that I must immediately discontinue my access to and the use of the Services. Any continued use of the Services will be considered as an acceptance and consent to the terms of this Agreement by the User or his/her parent or legal guardian.

I. Waiver and Release of Liability:

My participation in the Event is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Risks can include but not limited to seizures, eye strain, altered/blurred or double vision, loss of awareness, muscle or eye twitching, nausea, disorientation, dizziness, fatigue or excessive sweating, and similar warning signs to motion sickness.

Accordingly, the undersigned agrees to the following:

I (a). I hereby release and hold harmless VR Dimensions, LLC, its officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.

I (b). I recognize the physical exertion involved in the event and attest and certify that I am physically fit to compete safely, and I have not been advised otherwise by a health care professional.

I (c). As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury (or treatment), as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Event, including those sustained on the premises where the Event is conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation.

I (d). *This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.*

II. The parties/users agree to the following:

II (a). *The use of VR Dimensions, LLC equipment is conditioned upon an adult supervisor at least 18 years old who will be present at all times.*

II (b). *All players, parents, or legal guardians must read and consent to the Waiver of Liability for the player or guest to participate and use of VR Dimensions, LLC equipment including the headsets, controllers, wireless adapters, base stands, and software. VR Dimensions, LLC has the right to deny any player or guest from participating in the event if Waiver of Liability is not approved.*

II (c). *VR Dimensions, LLC reserves the right to deny service to any players or guests that are or become intoxicated, in possession or under the influence of a controlled substance.*

II (d). *VR Dimensions, LLC reserves the right to cancel service at outset and/or terminate midway if any player or guest behaves in a rude manner or exhibits aggression toward any players, guests, or VR Dimension technicians.*

II (e). *Customer is responsible for compensating VR Dimensions, LLC for any damage to equipment caused by guest, player, or User while either observing or playing, said equipment including but not limited to computers, headsets, controllers, wireless adapters, base stands, and any other miscellaneous equipment.*

III. FEES:

III (a). *A \$50 deposit is due to reserve a time and date. Deposit will be returned in full if cancellation of event is more than 24 hours prior to scheduled date and time. \$25 will be kept from the deposit if cancellation occurs within 24 hours of the scheduled event. No refund will be provided for any failure to provide notice of cancellation.*

III (b). *Payment to VR Dimensions, LLC shall be at the opening of the service performance.*

III (c). *Customer will pay in full for services scheduled (____ hours) regardless of whether the technician has to terminate service due to misconduct.*

IV: General Provisions:

IV (a). *I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of law's provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Michigan.*

IV (b). *This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.*

IV (c). *I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect. I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.*

IV (d). *I further give permission/grant to VR Dimensions the right to record, photograph, videotape me and/or my child/dependent and to use my or my child/dependent's name, face, appearance, voice, and/or likeness in any connection to advertising, marketing, exhibitions, and promotional materials without notification, reservation, limitation or any compensations. This may also include for commercial promotions and materials.*

IV (e). *I also agree to abide by the use and terms of any commercial license agreement for using any and all "games", "software" or "products" provided by VR Dimensions, LLC.*

I hereby notify that I had sufficient time to read and ask questions concerning this Agreement and the rules given by VR Dimensions and I understand and agree to be bound to/by these terms for myself and/or my child/dependent. Also, I accept that the experience involving the gaming/virtual reality experience provided by VR Dimensions equipment is dependent on my and or my child/dependent's ability to follow the instructions provided by VR Dimensions and in these terms and conditions agreement.

****ONLY ONE USER/PARTICIPANT PER AGREEMENT****

Players/Users Name (Print): _____ Date: _____

Players/Users Signature: _____ Date: _____

Parent/Legal Guardian Name (Print): _____ Date: _____

Parent/Legal Guardian Signature: _____ Date: _____