

Open Road VR Liability Waiver for Event Host

By signing this agreement, I certify that I own, rent, or am otherwise legally/financially responsible for the room, building, and/or premises and furniture and other objects on the premises ("Property") that Open Road VR is utilizing for virtual reality activities ("VR services"), or that I am an authorized representative of the organization that owns or rents the room, building, and/or premises that the VR services are taking place on. In addition, by signing this document, I agree to the following terms and conditions relating to the use of virtual reality ("VR") equipment and VR services.

1. Assumption of Risks

- A. I understand that participating in VR and using VR equipment involves inherent risks, including RISK OF DAMAGE TO PROPERTY. Furniture, walls, floors, electronics, and other objects on the premise that the VR services are being conducted may be damaged in ways that include (but are not limited to) being scratched, scuffed, knocked over, dented, and/or broken.

2. Release of Liability

- A. I agree the use of this Property for Open Road VR's virtual reality activities or use of virtual reality equipment is voluntary. ADDITIONALLY, I/MY ORGANIZATION AGREE TO ASSUME ANY RISK OF PROPERTY DAMAGE THAT IS ASSOCIATED WITH THE VR SERVICES provided by Open Road VR and release Open Road VR, its affiliates, employees, or anyone acting on behalf of Open Road VR, from any and all claims of damage and loss that may be as a result of participation. The release is without limitation and includes the personal injury fees, attorney's fees, and any other losses that might occur to the Property and objects on the Property.
- B. By signing this document, I/my organization WAIVE, RELEASE, HOLD HARMLESS AND FOREVER DISCHARGE Open Road VR and its affiliates, successors and assigns, officers, employees, representatives, partners, agents, and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which I may have against Open Road VR or any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the VR services.

3. Indemnity Agreement

- A. I/my organization agree to indemnify Open Road VR and its employees against any and all claims, actions, lawsuits, damages, and judgments, including attorney's fees, arising out of or relating to my participation in VR services.

4. Severability and Modification

- A. The provisions of these terms and conditions are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This document constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this document. These terms and conditions may not be altered, amended, or modified, except by a written document signed by both parties.

5. Governing Law

- A. The terms of this document shall be governed by and construed in accordance with the laws of the State of Tennessee.

6. Arbitration Agreement

- A. In the event of any dispute, claim, or controversy between me and Open Road VR, arising out of or relating to this waiver, such dispute, claim, or controversy shall be settled by and through an arbitration proceeding administered by the American Arbitration Association ("AAA") in Nashville, Tennessee, in accordance with the AAA's Commercial Arbitration Rules. I and Open Road VR agree that the results, determinations, findings, judgments, and/or awards rendered through any such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings.

7. Media Release

- A. I/my organization give Open Road VR permission to take photographs or video/audio recordings of the Property during the VR services and to use those images and videos for any legitimate purpose, including advertisements, promotional materials, and on Open Road VR's website.

I/MY ORGANIZATION HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS IN THESE TERMS AND CONDITIONS AND AM FREELY, KNOWINGLY, AND VOLUNTARILY AGREEING TO THE TERMS LAID OUT IN THIS DOCUMENT. In addition, by signing below, I certify that:

- I am at least eighteen (18) years of age.
- I/my organization understand that I/my organization am entering into a contract that waives certain legal rights and have the right to review this document with your attorney.
- I/my organization have been informed of the potential risks of participating in the VR services rendered by Open Road VR.

PROPERTY OWNER/AUTHORIZED REPRESENTATIVE NAME:

ORGANIZATION NAME (if on behalf of an organization):
