

Open Road VR Liability Waiver for Participant

By signing this agreement, I agree (or agree on behalf of my child) to the following terms and conditions relating to the use of virtual reality (“VR”) equipment and participation in virtual reality activities (“VR services”).

1. Assumption of Risks

- A. I understand that participating in VR and using VR equipment involves inherent risks, including:
 - I. **RISK OF PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT PARALYSIS, AND/OR DEATH.** These inherent risks include (but are not limited to) motion sickness and related symptoms, nausea, fatigue, dizziness, drowsiness, lightheadedness, disorientation, eye strain, other temporary or permanent eye or vision irregularities, headaches, impaired hand-eye coordination, impaired balance, temporary or permanent hearing damage, increased blood pressure, increased salivation, increased sweating, anxiety and related conditions, fall-related injuries, injuries related to hitting/crashing into people or objects, injuries involving neck pain, joint and muscle pains, joint and muscle weaknesses, seizures, and tripping on wires or the floor.
 - II. **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.
- B. I acknowledge that there may be other unanticipated risks associated with VR services and using VR equipment, especially for those with pre-existing conditions. In addition, these and other risks may persist or become more severe even after stopping participation in VR services or discontinuing the use of VR equipment. Furthermore, I understand that injuries may occur after participation in the VR services have ended as a result of any risks or injuries that were obtained during the participation in VR services.

2. Release of Liability

- A. I agree that my/my child’s participation in Open Road VR’s virtual reality activities or use of virtual reality equipment is voluntary. **ADDITIONALLY, I AGREE TO ASSUME ANY RISK THAT IS ASSOCIATED WITH PARTICIPATING IN THE EVENT** 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, medical fees, and any other losses that might occur to me.
- B. By signing this document, I and anyone claiming to act on my behalf **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 and anyone claiming to act on my behalf 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 give Open Road VR permission to take photographs or video/audio recordings of me/my child during the VR services and to use my images, videos, face, and likeness for any legitimate purpose, including advertisements, promotional materials, and on Open Road VR’s website.

I 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 and, if I am signing this liability waiver on behalf of my child, my child is at least eight (8) years of age.
- I/my child am physically fit and able to participate in Open Road’s VR activities without any undue risk.
- I understand I am entering into a contract that waives certain legal rights and have the right to review this document with your attorney.
- I have been informed of the potential risks of participating in the VR services rendered by Open Road VR.

PARTICIPANT NAME:

First

Last

Participant Signature

Date

PARENT/GUARDIAN NAME (if participant is under 18):

First

Last

Parent/Guardian Signature

Date