



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT AND AGREEMENT TO COMPLY WITH THE RULES

(hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT PLEASE READ CAREFULLY!

DEFINITION In this Release Agreement, the term "Emergent VR Encounter Activities" shall include but is not limited to: utilizing a Virtual Reality (VR) equipment, observing the use of a VR headset, and all activities, services, and use of facilities and equipment either provided by or arranged by the Releasees including orientation and instructional sessions or competitions. The term "Releasees" refers to Emergent VR Encounter, owned and operated by NextVR Dimension, LLC.

ASSUMPTION OF RISKS I am aware that participation in Emergent VR Encounter Activities as defined in this agreement, involves certain risks, dangers and hazards. These may include, but are not limited to: falls to the ground, impacts with other people, impacts with the wall, the ground or other structures and equipment, entanglement, other injuries resulting from participating or observing, equipment failure, the negligence of other persons; and negligence on the part of the Releasees, including the failure by the Releasees to safeguard or protect me from the risks, dangers and hazards of Emergent VR Encounter Activities.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH EMERGENT VR ENCOUNTER ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT In consideration of the RELEASEES agreeing to participation in Emergent VR Encounter Activities and permitting use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Emergent VR Encounter Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN EMERGENT VR Encounter ACTIVITIES REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Emergent VR Encounter Activities;



3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement shall be construed and enforced in accordance with the laws of the State of Texas in the United States of America and any lawsuit arising from this Release Agreement shall be heard in a Judicial District Court in Montgomery County, Texas; and

5. Both parties agree that any dispute arising from this Release Agreement shall be heard by a judge, not a jury. Both parties understand that they are giving up a legal right to a trial by jury and agree to waive their right to a trial by jury; and

6. In the event there are any disputes or controversies that arise between the parties pursuant to the terms of the aforesaid Contract, then the parties are waiving their right to litigate these issues in courts and instead elect to have these disputes resolved through arbitration. The parties agree that any disputes are to be arbitrated through the American Arbitration Association and that the parties agree to abide by the rules of the Commercial Arbitration Rules of the American Arbitration Association. WHEREFORE, it is agreed that all claims and disputes arising or relating to the Contract are to be settled by arbitration in the State of Texas. Said arbitration is to be resolved through the Commercial Arbitration Rules of the American Arbitration Association and the parties agree to abide by these rules. Any decision or award as a result of any such arbitration shall be issued in writing and the arbitrator shall be mutually selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration award may be confirmed in a court of competent jurisdiction.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASES.

I AGREE TO FOLLOW THE RULES LAID OUT BY Emergent VR Encounter AND I AGREE TO PAY FOR ANY DAMAGES INCURRED THROUGH NON-COMPLIANCE OF THOSE RULES BY MYSELF OR THE UNDERAGE PARTICIPANT I AM AUTHORIZING.

I AGREE THAT EMERGENT VR ENCOUNTER RESRVES THE RIGHT TO TERMINATE MY SERVICE AT ITS DISCRETION FOR NON-COMPLIANCE WITH THE RULES LAID OUT BY EMERGENT VR ENCOUNTER STAFF.

I agree to have my email added to Emergent VR Encounter's newsletter and promotion list

Signed this _____ day of _____, 20 ____ Signature: _____

Name _____

Address _____ City _____ Zip Code _____

Phone _____ Email _____

UNDERAGE AUTHORIZATION

I _____ authorize (Underage Participant) to engage in Emergent VR Encounter Activities and on my own behalf and on behalf of the participant I hereby agree to the release of liability, waiver of claims, assumption of risks and responsibility for compliance with rules described in this Release Agreement.

I understand that if the underage participant is aged 13 – 17, I am authorizing them to attend EMERGENT VR ENCOUNTER on their own. If the underage participant is aged 8 – 12, I understand that I must attend and supervise their participation.

Signature: _____ day of _____, 20 ____