

EvolutionVR

You affirm that your participation and, if applicable, the participation of your dependent child(ren) (individually and collectively, the "Child"), is fully voluntary and that neither you nor the Child has any known physical, mental or health-related reasons or problems that might preclude or limit your or your Child's participation in the Games and Experiences.

You are aware that some people may experience nausea, disorientation, vertigo, seizures, motion sickness, general discomfort, headaches, anxiety or other physical, mental or health-related injuries when experiencing virtual reality, augmented reality and other immersive interactive games and experiences. On behalf of yourself and the Child, you voluntarily assume all associated risks, and take full responsibility for these and any other consequences that may arise from your participation in the Games and Experiences.

In consideration for being permitted to participate in the Games and Experiences provided by Evolution VR, LLC, I hereby, for myself, child, heirs, executors, administrators, assigns or personal representatives, release and forever discharge Evolution VR, LLC and its affiliates, members, partners, representatives, directors, officers, shareholders, employees, contractors, licensors, agents, parents, subsidiaries, and their successors and assigns (collectively, the Evolution 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 the Child's participation in the Games and Experiences.

I acknowledge that the Child or I may subsequently learn of claims, risks or facts of which we are not currently aware. It remains my intention, on behalf of myself and the Child, to grant Evolution VR, LLC a full and final release of all claims, whether known or unknown. Neither I nor the Child will pursue legal or other action against any of Evolution VR Parties for any losses, damages, injuries (including death) or other liability real or perceived arising from the Child's or my participation in the Games and Experiences.

I understand that while inside Evolution VR's premises it is possible that I (or child that is accompanying me) may see disturbing or graphic images from other participants or the games that are selected to play. Evolution VR cannot be responsible for any effects related to the graphic or disturbing images that may be projected onto the wall or within my headset. This would include the station where I am playing or watching or any other customer's station. Each customer is responsible for the selection of appropriate games and Evolution VR cannot be responsible for any associated audio or visual experiences while on the premises.

I understand and agree that the Child or I may be photographed, videotaped or recorded ("Recordings") during participation in the Games and Experiences and while engaging in other activities at Evolution VR, LLC, and that such

Recordings, including use of the Child's or my likeness may be used by Evolution VR, LLC and its affiliates at their discretion for promotional and marketing purposes without compensation to me or the Child.

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 severable 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.

BY ACKNOWLEDGING AND ACCEPTING THIS LIABILITY WAIVER AND RELEASE, I AFFIRM THAT I AM 18 YEARS OLD OR OLDER, AND THAT I AM FREELY ACKNOWLEDGING AND ACCEPTING THIS WAIVER AND RELEASE ON MY BEHALF AND ON BEHALF OF THE CHILD. IF APPLICABLE, I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS WAIVER AND RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM ACKNOWLEDGING AND ACCEPTING IT OF MY OWN FREE WILL.

Printed Name

Signature

Date

If signing on behalf of a minor, use the below signature lines:

Minor's Name	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Parent/Legal Guardian

Date

Signature of Parent/Legal Guardian

Date