

# THE GRID VR ARCADE

## 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 "VR Arcade Activities" shall include but is not limited to: utilizing a Virtual Reality (VR) headset, 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 The Grid VR Arcade, which is owned and operated by Talking Dog Studios Inc.

**ASSUMPTION OF RISKS** I am aware that participation in VR Arcade 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 VR arcade activities.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH VR ARCADE 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 my participation in VR Arcade Activities and permitting my 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 VR Arcade 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 RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN VR ARCADE ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in VR Arcade 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 and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province of Saskatchewan and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Saskatchewan and shall be within the exclusive jurisdiction of the Courts of Saskatchewan.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in VR Arcade Activities, other than what is set forth in this Release Agreement.

**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 RELEASEES.**

**I AGREE TO FOLLOW THE RULES LAID OUT BY *THE GRID VR ARCADE* 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 to have my email added to The Grid VR Arcade’s newsletter and promotion list

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

<b>Name</b>	
<b>Address</b>	
<b>City</b>	
<b>Province</b>	
<b>Postal Code</b>	
<b>Phone</b>	
<b>Email</b>	

**UNDERAGE AUTHORIZATION**

I authorize \_\_\_\_\_ (Underage Participant) to engage in VR Arcade 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 14 – 17, I am authorizing them to attend The Grid VR Arcade on their own. If the underage participant is aged 8 – 13, I understand that I must attend and supervise their participation and that they must be 48” or taller.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_