

We know this is a really long form but please read it carefully.

Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement. By signing this document, you will waive certain legal rights, including the right to sue.

TO: **Accushot Virtual World LLC PTY**, a private company under the laws of United States its agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as **"Accushot Virtual World LLC"**)

This Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement (the **"Agreement"**), together with any documents referred to herein, governs the User's (described below) use of the Accushot Virtual World LLC'S virtual reality equipment with various virtual reality content and/or software (the **"Services"**), at Accushot Virtual World LLC'S locations (the **"Premises"**).

IN CONSIDERATION OF Accushot Virtual World LLC allowing the User to use the Services, the User agrees as follows on behalf of themselves, their spouse, children, parents, heirs, assigns, personal representatives and estate:

1. By using the Services I confirm that I accept the terms of this Agreement and that I agree to abide by them. The words "I" and "me" in this Agreement refers to the User. Should I access the Services on the behalf of another legal entity, I hereby warrant that I have the authority, actual or implied, to bind that entity to the Agreement. In using the Services, I represent and warrant that I have the capacity to enter into a legal agreement in United States . If I do not have the capacity to enter into a legal agreement in United States , I may not use the Services unless a parent or legal guardian agrees and consents to this Agreement on my behalf. By permitting a person who lacks capacity to utilise the Services, the parent or legal guardian is hereby bound by this Agreement.
2. If I do not agree to the terms of this Agreement I understand that I must promptly discontinue my access to and use of the Services. Any continued use of the Services will be considered as consent and acceptance of the terms of this Agreement the User or their parent or legal guardian.
3. I acknowledge that my use of Accushot Virtual World LLC virtual reality equipment entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardising the essential qualities of the activity. The risks include, among other things: seizures, loss of awareness, eye strain, eye or muscle twitching, involuntary movements, altered, blurred, or double vision or other visual abnormalities, dizziness, disorientation, impaired balance, impaired hand-eye coordination, excessive sweating, increased salivation, nausea, light-headedness, discomfort or pain in the head or eyes, drowsiness, decreased ability to multi-task, fatigue, or any symptoms similar to motion sickness, all of which can persist and become more apparent hours after use and which may lead to an increased risk of injury when engaging in normal activities in the real world after leaving the Premises. Accushot Virtual World LLC employees have difficult jobs to perform. They seek to create a safe environment but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions and the equipment being used might malfunction. I expressly agree

and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

4. If I and/or my child/ward are injured, I acknowledge that I and/or my child/ward may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent/affirm that I have adequate insurance to provide coverage for such medical expenses. I understand and agree that Accushot Virtual World LLC will not pay for any cost or expenses incurred by me if I and/or my child/ward are injured.
5. UNDER NO CIRCUMSTANCES WILL Accushot Virtual World LLC, ITS REPRESENTATIVES, AFFILIATES, SUPPLIERS, OR OTHER THIRD PARTIES WITH WHICH Accushot Virtual World LLC DOES BUSINESS ("**BUSINESS PARTNERS**"), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE USE OF THE SERVICES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS OF PROFIT, EARNINGS, ANTICIPATED EARNINGS, INTERRUPTION OR LOSS OF BUSINESS, OR ANY CONSEQUENTIAL LOSSES, PROBLEMS, OR FAULT HOWSOEVER ARISING OUT OF THE USE OF THE SERVICES. I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS Accushot Virtual World LLC AND TO WAIVE ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST Accushot Virtual World LLC, AND TO RELEASE Accushot Virtual World LLC FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY INCLUDING DEATH THAT I MAY SUFFER OR THAT MY FAMILY, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND ESTATE MAY SUFFER AS A RESULT OF MY ATTENDANCE AT THE PREMISES AND MY USE OF THE SERVICES 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 ON THE PART OF Accushot Virtual World LLC AND FURTHER INCLUDING THE FAILURE ON THE PART OF Accushot Virtual World LLC TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF Accushot Virtual World LLC VIRTUAL REALITY EQUIPMENT AND VARIOUS VIRTUAL REALITY CONTENT AND/OR SOFTWARE (HEREINAFTER REFERRED TO AS "**CLAIMS**"). WITHOUT LIMITING THE FOREGOING,
6. I agree to hold harmless and indemnify Accushot Virtual World LLC from any and all liability for any property damage or personal injury to any third party resulting from my use of Accushot Virtual World LLC virtual reality equipment. I also agree to indemnify and fully compensate Accushot Virtual World LLC for any property damage I cause to Accushot Virtual World LLC property, including but not limited to Accushot Virtual World LLC virtual reality equipment, resulting from my use of Accushot Virtual World LLC virtual reality equipment. Furthermore, should Accushot Virtual World LLC or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold Accushot Virtual World LLC harmless from all such fees and costs.
7. I acknowledge that I have read, viewed or heard the rules governing my participation and/or my child/minor's participation in any activity at Accushot Virtual World LLC (the "Accushot Virtual World LLC RULES") I certify that I understand and have explained the Accushot Virtual World LLC Rules to my child/minor. I understand that Accushot Virtual World LLC Rules have been implemented for the safety of all participants at Accushot Virtual World LLC

including myself and/or my child/minor. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child/ward from Accushot Virtual World LLC. I acknowledge that if I or my child/ward was to damage Vive Headset and/or controllers or Accushot Virtual World LLC property that I am responsible to pay for replacement and/or repairs to Accushot Virtual World LLC property at market cost.

8. I further grant Accushot Virtual World LLC the right to photograph, videotape and/or record me and/or my child/ward and to use my or my child/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation, limitation or compensation.
9. **Accushot Virtual World LLC offers a variety of software titles with a range of genres and ratings. Accushot Virtual World LLC staff can provide helpful recommendations regarding content, but it is the sole responsibility of the parent / guardian of any patron under the age of eighteen (18) to ensure that the content selected by them is deemed appropriate.**

I have had sufficient opportunity to read this Agreement and have read and understood and agree to be bound it. I accept that my user experience involving the Accushot Virtual World LLC virtual reality equipment is dependent on my own ability to follow the instructions given by Accushot Virtual World LLC. ONLY ONE PARTICIPANT IS ALLOWED PER AGREEMENT.

In the event of an emergency, please contact the following person.

EMERGENCY CONTACT
CONTACT TELEPHONE

CONTACT RELATIONSHIP

I the undersigned participant affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. **I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.**

Participants Name: _____

Participants Address: _____

Participants Email: _____

Participants Phone: _____

Signature: _____

Date: _____

PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____

Relationship to Minor: _____

Signature: _____