

## **ETERNAL VR INC.**

### **THIS ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

**This Agreement governs the Participant's use of Eternal VR's gaming equipment and facility. By signing this Agreement which contains important information regarding risks involved in virtual gaming activity, you will waive certain legal rights, including the right to sue.**

#### **PLEASE READ CAREFULLY!**

TO: ETERNAL VR Inc., a corporation incorporated under the laws of Canada, its agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf or in affiliation with any of the foregoing (hereinafter collectively referred to as "ETERNAL VR")

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 use of the ETERNAL VR's virtual reality gaming equipment with various virtual reality content and/or software (the "Services"), at ETERNAL VR location (the "Premises").

IN CONSIDERATION OF ETERNAL VR permitting the Participant to use the Services, the Participant 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 Participant. Should I access the Services on 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 the province of Ontario. If I do not have the capacity to enter into a legal agreement in the province of Ontario, 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 the capacity to utilize 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 ETERNAL VR 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 jeopardizing the essential qualities of the activity. The risks include, but not limited to loss of awareness, dizziness, disorientation, impaired balance, impaired hand-eye coordination, fatigue and the possibility of slipping or falling during or after each gaming session. ETERNAL VR 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 ETERNAL VR 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 Eternal VR, its representatives, affiliates, suppliers, or other third parties with which Eternal VR 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. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Eternal VR and to waive any and all claims, demands, or causes of action, that I have or may have in the future against Eternal VR, and to release Eternal VR 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 under the Occupiers’ Liability Act, r.s.o. 1990, c. o. 2 on the part of Eternal VR and further including the failure on the part of Eternal VR to safeguard or protect me from the risks, dangers and hazards of Eternal VR’s virtual reality equipment and various virtual reality content and/or software (hereinafter referred to as “claims”). Without limiting the foregoing, the limit on Eternal VR’s (including its business partners) total cumulative liability to the user or any person for any claims arising from or relating to the services will be limited to a maximum of \$10.00 Canadian dollars.
6. I acknowledge that I have read, viewed or heard the rules governing my participation and/or my child/ward’s participation in any activity at Eternal VR (the “[ETERNAL VR Rules](#)”). I certify that I understand and have explained the Eternal VR Rules to my child/ward. I understand that Eternal VR Rules have been implemented for the safety of all participants at Eternal VR, including myself and/or my child/ward. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child/ward from Eternal VR.
7. This Agreement serves as the complete and exclusive agreement between me and Eternal VR. This Agreement supersedes and replaces any and all previous discussions, negotiations, understandings and agreements, written or oral, regarding any or all of the subject matter herein. No term of this Agreement will be deemed waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in writing, signed by the party waiving enforcement. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this agreement, I on behalf of myself and/or my child/ward hereby waive any right I and/or my child/ward may have to a trial and agree that such dispute shall be brought within one (1) year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered pursuant to the Arbitration Act (Ontario). I further agree that the arbitration will take place solely in the Province of Ontario and that the substantive law of Ontario shall apply.

8. Eternal VR offers a variety of software titles with a range of genres and ratings. Eternal VR 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 agree to hold harmless and indemnify ETERNAL VR from any and all liability for any property damage or personal injury to any third party resulting from my use of ETERNAL VR virtual reality equipment. I also agree to indemnify and fully compensate ETERNAL VR for any property damage I cause to ETERNAL VR property, including but not limited to ETERNAL VR virtual reality equipment, resulting from my use of ETERNAL VR virtual reality equipment. Furthermore, should ETERNAL VR or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold ETERNAL VR harmless from all such fees and costs. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the Event(s) of my death or incapacity. I also certify that in the event I am signing on behalf of a minor who is under the age of eighteen years, to whom these Rules, Terms and Conditions, Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement applies and that I have the legal authority to execute this release, I approve the foregoing and agree that we shall be bound thereby.

I have had sufficient opportunity to read this Agreement and the Eternal VR Rules and have read and understood and agree to be bound by their terms.

Further, I grant Eternal VR the right to photograph, videotape, and/or record me and/or my child/ward's name, face, likeness, voice and appearance while using its services in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. If permission is not granted then I will email my request to [info@eternalvr.ca](mailto:info@eternalvr.ca) before the play session starts. Please review our Privacy Notice on our website for details on how we use and protect your personal information.

ONLY ONE ADULT PARTICIPANT IS ALLOWED PER AGREEMENT.

**I HAVE READ AND I UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS 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.**

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