

Waiver and Release of Liability

Pasadena Public Library

VIRTUAL REALITY WAIVER AND RELEASE OF LIABILITY FORM - READ CAREFULLY

USE OF VIRTUAL REALITY EQUIPMENT INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BY AGREEING TO THE TERMS LAID OUT IN THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

1.) I wish to participate in the virtual reality (“VR”) experience offered through Pasadena Public Library, Pasadena, CA, using Oculus Rift & Touch equipment. I understand that this technology may involve certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used, possible negative reactions to virtual reality including but not limited to feelings of nausea, dizziness, seizures, disorientation. I further acknowledge that since virtual reality is a new technology, there may be unknown and non-obvious risks associated with this technology.

2.) I acknowledge these risks and assume responsibility for my participation in the VR experience. I hereby hold harmless any employee or authorized volunteer of Pasadena Public Library, or other city employee involved in the facilitation of the equipment and experience (hereafter referred to as ‘facilitators’) and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from my VR participation, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. Additionally, I release all facilitators of aforementioned responsibilities and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify that I, or the minor participant for whom I am legally responsible, am/is in good health and do/does not suffer from a heart condition, contagious dermatological condition, or other ailment which could be exacerbated by participation in the VR experience, or pose a risk to other participants.

3.) I hereby release and discharge the City of Pasadena, its officers, agents, employees and representatives from any and all liability, claims, damages, and demands of whatever kind or nature which in whole or in part result from, arise out of, or are claimed to result from or arise out of my VR participation.

4.) I further certify that I am 18 years of age or older.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY MY USE OF VR TECHNOLOGY, I AM INDICATING MY ACCEPTANCE TO THE TERMS OF THIS AGREEMENT.

PRINTED NAME OF PARTICIPANT

_____ DATE _____

SIGNATURE _____

(Participant, or Parent/Guardian if under 18)

Emergency contact name & number _____