



# LIABILITY WAIVER

The individual (referred to as "I" or "me") has purchased a ticket to participate in Virtual Reality ("VR") experience(s) ("VR Experience(s)") offered by Roamdome Limited, 85 Great Portland Street, First Floor, W1W 7LT, United Kingdom ("Company") at the Company's VR entertainment venue ("Venue") listed below:

Unit 8a, 2 New Star Road, Leicester LE4 9JD, United Kingdom.

As lawful consideration for being permitted by the Company to participate in the VR Experiences, you agree to all the terms and conditions outlined in this Liability Waiver (this "Waiver") in addition to any other Terms and Conditions, Experience Rules and Use Policies that have been made available to you during your ticket purchase or visit on our website.

You must be 18 years of age to participate in VR Experiences. While minors ages 12 and older may participate in the VR Experiences, a parent or legal guardian must consent to such participation and sign this Waiver on behalf of the minor. Absent the express parental consent required by the Company; no minor may participate in the VR Experiences. If any user does not agree to the Company's Use Policies, the applicable Terms and Conditions, and this Liability Waiver, he or she may not participate in the VR Experiences.

By purchasing a ticket and participating in the VR Experience you have already accepted the general Terms & Conditions. Before you can participate in the VR Experience you must also accept this Liability Waiver.

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### **Risk Warning**

The use of tracking spaces, head mounted virtual reality displays, free roam untethered virtual reality simulation technology and equipment or any other equipment and technology at any ROAMDOME venue involves a significant risk of Customers suffering

personal injury including the possibility of serious injuries, permanent disability or death. All Customers who engage in such simulation activities do so at their own risk. The customer acknowledges that the simulation activities are dangerous with many inherent risks and hazards and as a consequence assumes



and accepts all such risks and hereby waives the right to sue ROAMDOME Limited and its licensors for any personal injury or death in any way whatsoever caused by or relating to the customer's participation in such activities.

Customers agree they are in good health and free from any adverse medical conditions. For safety reasons, pregnant women, customers with pre-existing health issues such as epilepsy, heart conditions, fractured or broken limbs, severe hearing loss, or require the use of a wheelchair or other assisted mobility devices are not permitted to use tracking spaces, head mounted virtual reality displays, free roam untethered virtual reality simulation technology and equipment or any other equipment.

ROAMDOME Limited can not and does not provide medical advice therefore if in doubt, please seek professional medical advice.

### **Assumption of risk**

I have been notified that a small percentage of some users may experience some degree of photosensitive epileptic seizure when exposed to certain light patterns or backgrounds that may be contained on a computer screen or in the immersive environment while participating in the vr experiences. Certain conditions may induce a previously unknown condition or undetected photo-sensitive epileptic symptom in users who have shown no history of any prior seizure or epilepsy. I have been notified that should I, anyone I know or anyone in my family have an epileptic condition, that I or they should consult a physician if I or they experience any of the following symptoms while participating in the VR activities: dizziness, altered vision,

eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

I am aware and understand that the VR experiences are potentially dangerous activities and involve the risk of serious injury, death, or property damage. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the company. I acknowledge that I am knowingly and voluntarily participating in the VR experiences with an express understanding of the danger involved and hereby agree to accept and assume any and all risks of injury, death, or property damage, whether caused by the ordinary negligence of the company or otherwise.

### **Waiver & release**

I hereby expressly waive and release any and all claims which I may have, or which I may hereafter have, whether known or unknown, against the Company, and its officers, directors, employees, agents, affiliates, shareholder, successors, and assigns (collectively, "Releasees"), on account of injury, death, or property damage arising out of or attributable to my participation in the VR Experiences, whether arising out of the ordinary negligence of the Company or any Releasees, defects in the equipment, conditions on the premises, or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross

negligence, intentional or reckless misconduct, or any other liabilities that the applicable law does not permit to be released by agreement. I understand that by accepting this release, I am waiving any and all claims, of any kind arising out of or attributable to my participation in the VR Experiences, including those claims that may be unknown to me, or which I do not suspect to exist at this time. WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER THE APPLICABLE LAW.

### **Indemnity**

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Waiver, and the cost of pursuing any insurance providers, arising out of, or resulting from any claim of a third party related to, my own negligence or violation of the Company's terms and conditions, rules and instructions in participating in the VR Experiences. The customer agrees to pay the cost of and authorises ROAMDOME to take all steps it considers reasonably necessary to protect his/her welfare in the event of personal

injury, including the administration of any emergency medical treatment and ambulance transportation.

This Waiver is binding on and shall inure to the benefit of the Company and me and their respective heirs, successors, and assigns. BY DIGITALLY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND THE COMPANY'S FULL TERMS AND CONDITIONS. I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF MY PARTICIPATION IN THE VR EXPERIENCES.