

Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement

(For Minors under 18 years of age)

VIRTUAL REALITY EQUIPMENT

Permitted use location: Activity Room

Permitted time period of usage: _____

The undersigned wishes to have the Minor identified below ("the Minor") be allowed to use the virtual reality equipment (Oculus Meta Quest 2) ("the equipment") available at the Petersburg Borough Parks and Recreation Community Center. For and in consideration of the Petersburg Borough ("Borough") allowing the Minor to use the equipment, I, for myself, and on behalf of the Minor and the Minor's parents, guardians, heirs, beneficiaries, distributees and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby make the following representations, and agree to the following, pursuant to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement"):

1. **REPRESENTATIONS:** I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is thirteen (13) years of age or older; (iii) the Minor is in proper physical and psychological condition to use the equipment; and (iv) the Minor is not and will not be under the influence of alcohol or any illicit or prescription drugs that would in any way impair or negatively impact the Minor's ability to safely use the equipment. I AGREE THAT IT IS MY SOLE RESPONSIBILITY TO DETERMINE WHETHER THE MINOR IS IN PROPER PHYSICAL AND PSYCHOLOGICAL CONDITION TO USE THE EQUIPMENT, AND THAT I AM SOLELY RESPONSIBLE FOR THE MINOR'S SAFETY AND WELL BEING AT ALL TIMES AND UNDER ALL CIRCUMSTANCES WHILE THE MINOR IS USING THE EQUIPMENT AND THEREAFTER.

2. **ASSUMPTION OF RISK:** I acknowledge the unpredictable nature of the human response to virtual reality, and that this technology may involve certain risks. Those risks include, without limitation, injury resulting from possible malfunction or failure of the equipment; slips, trips, and falls, and physical contact with others; possible negative reactions to virtual reality including but not limited to feelings of nausea, dizziness, seizures, and disorientation; inadequate safety measures; the Minor's own negligence, inexperience, or physical or psychological condition; negligence of Borough employees and volunteers, and inadequate hiring, training, or supervision of Borough employees and volunteers; if participating in a group event, participants of varying skill levels, and the negligence, inexperience, or physical or psychological condition of other participants; and other undefined risks and dangers, including those foreseeable and those not readily foreseeable, and those presently known and those presently unknown (since virtual reality is a new technology, there are unknown and non-obvious risks associated with this technology). I further acknowledge the continuing risks existing after use of the equipment, including without limitation, 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; fatigue; or 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 after conclusion of use of the equipment and after leaving the premises. (All risks and continuing risks referred to hereinafter, cumulatively, as "Risks"). I am permitting the Minor to voluntarily use the equipment with full knowledge of the Risks involved.

I understand that these Risks may be caused in whole or in part by the Minor's own actions or inactions, the actions or inactions of others, or the negligent acts or omissions of the Released Parties defined below. ON BEHALF OF THE MINOR, I HEREBY FREELY AND KNOWINGLY EXPRESSLY ACCEPT AND ASSUME ANY AND ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES, LIABILITIES, LOSSES, OR EXPENSES THAT MAY BE INCURRED AS A RESULT OF THE MINOR'S USE OF THE EQUIPMENT, INCLUDING THOSE INCURRED DURING AND AFTER SUCH USE. I understand that this description of the Risks in no way affects or diminishes the *Release of All Claims, Including Claims of Negligence and Future Negligence*, set out in the following paragraph, and that all claims of negligence and future negligence against the Released Parties, including claims beyond those associated with the inherent risks of use of the equipment, are being intentionally and knowingly given up and released.

3. **RELEASE OF ALL CLAIMS, INCLUDING CLAIMS OF NEGLIGENCE AND FUTURE NEGLIGENCE:** I, for myself, and on behalf of the Minor and the Minor's parents, guardians, heirs, beneficiaries, distributees and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby Release, Waive, and Covenant Not to Sue, and further agree to Indemnify, Defend, and Hold Harmless the Borough, and its officers, officials, agents, representatives, employees, and volunteers (Individually and Collectively, the "Released Parties"), from and with respect to any and all liability(ies), claim(s), suit(s), demand(s), action(s), cause(s) of action, damage(s), loss(es), or expense(s) (including court costs and reasonable attorneys fees) of any kind or nature, including without limitation claims for death, bodily or personal injury, disability, or damages, including property damages (collectively, "Liability"), which may arise out of, result from, or relate in any way, directly or indirectly, to the Minor's use of the equipment. **This specifically includes release of all claims of Liability based in whole or in part upon the negligent acts or omissions of the Released Parties, including without limitation any claim based upon a failure to meet any standard of care as to safety and any claim based upon any failure to warn of or remedy, or misrepresentation regarding, an unsafe physical condition or characteristic. I HEREBY EXPRESSLY STATE THE INTENT TO RELEASE THE RELEASED PARTIES FROM ALL LIABILITY REGARDLESS OF THE CAUSE(S) OF SAID INJURY, DAMAGE, OR LOSS, INCLUDING LIABILITY FOR THE RELEASED PARTIES' OWN NEGLIGENCE AND FUTURE NEGLIGENCE.** I expressly understand and agree that this means a waiver of any and all right to make a claim of any nature or type against or sue the Borough, or its officers, officials, agents, representatives, employees, and volunteers for any injury, loss, or damage sustained.

I agree that I, the Minor, and the Minor's parents, guardians, heirs, beneficiaries, distributees and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, will not make any claim of any nature or type for Liability against any of the Released Parties that may arise out of, result from, or relate in any way, directly or indirectly, to the Minor's use of the equipment. I further agree that if, despite and contrary to this Agreement, I, the Minor, or anyone listed above makes a claim for Liability against any of the Released Parties, I and the Minor will indemnify, defend, and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim.

4. **RULES FOR USE:** I and the Minor have been provided a copy of (a) the equipment manufacturer's health and safety warnings and (b) any rules established by the Borough for use of the

equipment. I and the Minor agree to be familiar with and abide by such health and safety warnings and use rules. I accept sole and complete responsibility for the conduct and actions of the Minor while the Minor is using the equipment, whether the conduct and action is or is not in compliance with any such warnings or use rules, and regardless of whether any such use rules have in fact been established. I further understand and agree that (c) the equipment may be used by the Minor only in the specific permitted use location, for the permitted time period of usage, and at no time may the Minor use the equipment at any other location within the facility or take the equipment outside of the facility; and (d) if the Minor is under the age of fifteen (15) years of age, I, or another adult on my behalf, must continuously remain with the Minor while the Minor is using the equipment. I agree to be responsible and reimburse the Borough for any damage to the equipment sustained during the Minor's usage.

5. **PROMOTIONAL MATERIALS:** On behalf of the Minor, I give the Borough the absolute right and permission to use photograph(s) and video(s) of the Minor in its promotional materials and publicity efforts. I understand that the photograph(s) or video(s) may be used in a publication, print ad, direct-mail piece, electronic media, or other form of promotion. If I do not wish to give the Borough permission to use such photograph(s) or video(s), I must initial here: _____ On behalf of the Minor, I release the Borough, and its officers, officials, agents, representatives, employees, and volunteers, from Liability for any violation of any personal or proprietary right I or the Minor may have in connection with such photograph(s) or video(s) or use thereof.

Signature:

I hereby warrant that I am of legal age, competent, and authorized to enter into this Agreement on behalf of myself and the Minor, that I have had sufficient opportunity to read this entire document, that I have read this Agreement carefully, and that I fully understand its terms and conditions. I AM AWARE THAT THIS INCLUDES A RELEASE OF LIABILITY, INCLUDING A RELEASE OF ALL CLAIMS OF NEGLIGENCE AND FUTURE NEGLIGENCE AGAINST THE BOROUGH, AND ITS OFFICERS, OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND VOLUNTEERS, AND UNDERSTAND AND ACKNOWLEDGE THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT (including the rights of the Minor, and the Minor's parents, guardians, heirs, beneficiaries, distributees and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns). I sign this Agreement freely and voluntarily of my own free will, acknowledge that I have signed this Agreement without any inducement, assurance, or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms and conditions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Alaska, and that if any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions, which shall remain in full force and effect.

Name of Minor: _____

Birth date of Minor: _____

Printed Name of Signatory: _____

Relationship to Minor: _____

Signature: _____

Dated: _____