



VR-ARRIVAL

VR-ARRIVAL Waiver

TO: The Lyttle Family Trust (Trading as VR-ARRIVAL), a Discretionary Trading Trust under the laws of Australia 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 "VR-ARRIVAL")

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 VR-ARRIVAL's virtual reality equipment with various virtual and augmented reality content and/or software (the "Services"), at VR-ARRIVAL's locations (the "Premises").

IN CONSIDERATION OF VR-ARRIVAL 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 or allowing my child/ward to use the services I confirm that I accept the terms of this Agreement and that I and my child/ward agree to abide by them. The words "I" and "me" in this Agreement refer to the User. Should I access the Services on the behalf of another 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 Australia. If I do not have the capacity to enter into a legal agreement in Australia, 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 and my child/ward 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 by the User or their parent or legal guardian.

3. I acknowledge that my or my child/ward's use of VR-ARRIVAL 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, but are not limited to: 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 activities after leaving the Premises. VR-ARRIVAL employees, agents and representatives 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 and/or my child/ward's participation in this activity is purely voluntary and I elect to participate and/or allow my child/ward to participate in spite of the risks.

4. I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES AT THE PREMISES, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

5. 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 VR-ARRIVAL will not pay for any cost or expenses incurred by me if I and/or my child/ward are injured.

6. I hereby expressly agree that under no circumstances will VR-ARRIVAL, its representatives, affiliates, suppliers, or other third parties with which VR-ARRIVAL 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 or other activities at the premises by me and/or my child/ward. 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 VR-ARRIVAL and to waive any and all

claims, demands, or causes of action, that I have or may have in the future against VR-ARRIVAL, and to release VR-ARRIVAL from any and all liability for any loss, damage, expense or injury including death that I and/or my child/ward 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 VR-ARRIVAL and further including the failure on the part of VR-ARRIVAL to safeguard or protect me from the risks, dangers and hazards of VR-ARRIVAL virtual reality equipment and various virtual reality content and/or software (hereinafter referred to as "claims"), without limiting the foregoing,

7. I agree to hold harmless and indemnify VR-ARRIVAL from any and all liability for any property damage or personal injury to any third party resulting from my and/or my child/ward's use of VR-ARRIVAL virtual reality equipment. I also agree to indemnify and fully compensate VR-ARRIVAL for any property damage I and/or my child/ward cause to VR-ARRIVAL property, including but not limited to VR-ARRIVAL virtual reality equipment, resulting from my use and/or my child/ward's use of VR-ARRIVAL virtual reality equipment. Furthermore, should VR-ARRIVAL or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold VR-ARRIVAL harmless from all such fees and costs.

8. 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 VR-ARRIVAL (the "VR-ARRIVAL Centre RULES") I certify that I understand and have explained the VR-ARRIVAL Rules to my child/ward. I understand that VR-ARRIVAL Rules have been implemented for the safety of all participants at VR-ARRIVAL 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 VR-ARRIVAL.

9. Full payment of all applicable fees is required by the User by the completion of use of Services.

10. This Agreement serves as the complete and exclusive agreement between me and VR-ARRIVAL. 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.

11. I understand that while using the services I and/or my child/ward may be photographed and I further grant VR-ARRIVAL 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.

12. Contact details for VR-ARRIVAL can be found on VR-ARRIVAL's Website under the "Contact" heading. All notices regarding this Agreement and the Services will be provided in writing by e-mail or by post using the contact information provided.

13. VR-ARRIVAL offers a variety of software titles with a range of genres and ratings. VR-ARRIVAL staff can provide helpful recommendations regarding content, but it is the sole responsibility of the parent/guardian of any patron under the age of fifteen (15) 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 am aware that this is a release of liability and a contract and I sign it of my own free will.

I accept that my user experience involving the VR-ARRIVAL virtual reality equipment is dependent on my own ability to follow the instructions given by VR-ARRIVAL. ONLY ONE PARTICIPANT IS ALLOWED PER AGREEMENT.

Signature

Date

Customer Name

If Under 18 years old,

Parent/Guardian Signature

Parent/Guardian Name
