

ALL AROUND GAMERZ
PARTICIPATION WAIVER, RELEASE, AND INDEMNIFICATION
("Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING YOUR RIGHT TO SUE. PLEASE READ CAREFULLY

TO: NICHOLAS RATHMAN and JOSHUA CROXEN, together doing business as All Around Gamerz, and to their employees, agents, servants, and assigns (collectively called "AAGZ"):

I AM AT LEAST 19 YEARS OLD. I understand and agree that my participation in the virtual reality gaming experience provided by AAGZ (the "Activity") is conditional on my agreeing with the terms contained in and signing this Agreement, and that the consideration for this Agreement includes permission to participate in the Activity.

IF THE GAMER IS UNDER THE AGE OF 19, I, [name of parent/guardian] _____
am the parent / guardian of _____ (my "Child") and I understand and agree that my Child's participation in the Activity is conditional on my agreeing to the terms contained in this Agreement and my signing this Agreement, and that the consideration for this Agreement includes permission for my Child to participate in the Activity. As applicable, references below to "I" or "my" include my Child, on whose behalf I accept the terms of this Agreement.

I KNOW THE ACTIVITY INVOLVES RISKS which can result, directly or indirectly, in death or personal injury. The risks include, but are not limited to: photo-sensitive seizures, fainting or severe dizziness, increased heart rate, interference with cardiac pacemaker or other implanted medical devices, spikes in blood pressure, panic attacks and anxiety, and physical harm from falling or impact.

I ACCEPT ALL RISKS associated with the Activity whether or not foreseen or described above and I freely without duress or pressure agree to assume all such risks.

I AGREE THAT SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME, including the physical and emotional preparation and fitness to participate in the Activity.

I DON'T HAVE A PHYSICAL OR MEDICAL CONDITION that would impair my ability to safely participate in the Activity.

I RELEASE AND WAIVE AAGZ FROM ALL LIABILITY AND CLAIMS for any personal injury, death, loss, damage, or expense of any kind that I may suffer as a result of my participation in the Activity, or that my heirs, next of kin, executors, administrators or assigns may suffer due to any cause whatsoever, including but not limited to NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY DUTY, including under the *Occupiers Liability Act*, or DUTY OF CARE on the part of AAGZ or any of them, and also including the FAILURE on the part of AAGZ to safeguard or protect me from the risks, dangers and hazards of the Activity.

Initials

I AGREE NOT TO SUE AND TO INDEMNIFY AND SAVE HARMLESS AAGZ from all expenses, fees, liability, damage award, or costs, of any type whatsoever, including legal costs on a solicitor and own client basis, resulting from my attendance at or participation in the Activity.

Initials

I AM RESPONSIBLE FOR AND WILL COMPENSATE OR PAY AAGZ FOR any damage to AAGZ equipment or property that occurs as a result of my willful actions, neglect or recklessness.

I WILL OBEY ALL AAGZ RULES while participating in the Activity.

This Agreement will be construed in accordance with and governed by the laws of British Columbia.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

I SIGN OR OTHERWISE INDICATE ACCEPTANCE OF THIS AGREEMENT FULLY UNDERSTANDING THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR OTHERS RELATED TO ME AT LAW MAY HAVE AGAINST AAGZ.

Name of Gamer:

Signature:

**OR Signature of
Parent/Guardian**

:

We'd like to be able to promote our business! Please review this consent and if you agree, please initial below. Thanks!

I CONSENT TO AND LICENSE AAGZ'S USE of, at their sole discretion, photographs, videos, testimonial, voice, or other content containing my personal information taken or provided during the Activity or related to the Activity, without compensation to me whatsoever and without limit as for the period of use, in any media or platform and on a worldwide scale, for publicity or promotion purposes.

Initial: _____