

## Terms and Conditions Waiver – The Virtual Galaxy

BY SIGNING THIS DOCUMENT I WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY!

TO: The Virtual Galaxy, Inc. an S Corporation incorporated under the laws of The United States of America, its agents, owners, offices, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “The Virtual Galaxy”): 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 Virtual Galaxy’s virtual reality equipment with various virtual reality content and/or software (the “Services”), at The Virtual Galaxy locations (the “Premises”). In this Release Agreement, the term “Virtual Reality Arcade Activities” shall include but is not limited to: utilization of a Virtual Reality headset, observation of the use of a virtual reality headset, and all activities, services, and use of facilities and equipment either provided by or arranged by The Virtual Galaxy including competitions.

By using the Services I confirm that I accept the terms of this Agreement and that I agree to abide by them. The words “I” and “me” and “you” in this and any and all of The Virtual Galaxy’s Agreements refers to the User and/or the Users parent or legal guardian. Should I access the Services on the behalf of another legal 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 the state of Indiana. If I do not have the capacity to enter into a legal agreement in the state of Indiana, 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 utilize the Services, the parent or legal guardian is hereby bound by this Agreement.

IN CONSIDERATION OF The Virtual Galaxy 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:

I am aware that participation in Virtual Reality Arcade Activities as defined in this agreement, involves certain risks, dangers and hazards. These may 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 in the head, discomfort in the eyes, drowsiness, decreased ability to multi-task, fatigue, symptoms similar to motion sickness 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 leaving the Premises. Falls to the ground, impacts with other people, impacts with the wall, the ground or other structures or equipment, entanglement, other injuries resulting from participation or observation, equipment failure, the negligence of other persons or negligence on the part of The Virtual Galaxy including the failure by The Virtual Galaxy to safeguard or protect me from the risks, along with other dangers and hazards of Virtual Reality Arcade Activities. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH VIRTUAL REALITY ARCADE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

IN CONSIDERATION OF The Virtual Galaxy agreeing to my participation in Virtual Reality Arcade Activities and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. To waive any and all claims that I have or may in the future have against The Virtual Galaxy and to release The Virtual Galaxy from any and all liabilities of any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Virtual Reality Arcade Activities, due to any cause whatsoever on the part of The Virtual Galaxy, further including the failure of The Virtual Galaxy to safeguard or protect me from the risks of participation in Virtual Reality Arcade Activities;
2. To hold harmless and indemnify The Virtual Galaxy for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Virtual Reality Arcade Activities;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. Any litigation involving the parties to this Release Agreement shall be brought solely within the state of Indiana and shall be within the exclusive jurisdiction of Indiana.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE VIRTUAL GALAXY.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE RULES GOVERNING MY PARTICIPATION AND/OR MY CHILD/WARD'S PARTICIPATION IN ANY ACTIVITY AT THE VIRTUAL GALAXY (the "The Virtual Galaxy Rules"). I CERTIFY THAT I UNDERSTAND AND HAVE EXPLAINED THE VIRTUAL GALAXY RULES TO MY CHILD/WARD. I ACKNOWLEDGE THAT FAILURE TO FOLLOW THE RULES COULD RESULT IN THE EXPULSION OF MYSELF AND/OR MY CHILD/WARD FROM THE PREMISE.

IF I DO NOT AGREE TO THE TERMS OF THIS AGREEMENT I UNDERSTAND THAT I MUST DISCONTINUE MY ACCESS TO THE SERVICES. ANY CONTINUED USE OF THE SERVICES SHALL BE CONSIDERED AS ACCEPTANCE AND CONSENT TO THE TERMS OF THIS AGREEMENT BY THE USER OR THEIR PARENT OR LEGAL GUARDIAN.

## The Virtual Galaxy Rules

The following rules govern your participation and/or your children/wards' participation in any activity at The Virtual Galaxy:

1. All first time visitors/users at The Virtual Galaxy are required to inform a The Virtual Galaxy staff member of your first visit and listen to and follow instructions for first time use.
2. Only one person is permitted in an arcade booth play area at a time, unless the arcade booth or Virtual Galaxy Staff state otherwise. Injuries or damage of property caused by your failure shall be your liability and you shall indemnify and hold harmless The Virtual Galaxy from said injuries and/or said damages.
3. Damages caused from footwear shall be your liability and you shall indemnify and hold harmless The Virtual Galaxy from said damages.
4. Wires may become tangled as a user spins around with the headset on. When this happens, users should call for assistance so that Virtual Galaxy Staff can remove the headset and untwist the wires.
5. Walls are indicated and can be seen while the headset is on, but do not attempt to run with the headset on as the animation may display slowly. Games that involve sudden motions of the arms or body should have extra precautions taken by customers to avoid hitting walls. Damages caused from said actions shall be your liability and you shall indemnify and hold harmless The Virtual Galaxy from said damages.
6. Packaged food and drinks sold at The Virtual Galaxy may be brought to the seating areas, but are strictly prohibited in the arcade booth play area. Damages caused from any food and drinks shall be your liability and you shall indemnify and hold harmless The Virtual Galaxy from said damages.
7. The Virtual Galaxy's virtual reality equipment emits radio waves that can affect the operation of nearby cardiac pacemakers or other medical devices. If you have a pacemaker or other implanted medical device, do not use The Virtual Galaxy's virtual reality equipment without first consulting your physician.
8. Do not use The Virtual Galaxy's virtual reality equipment if you are prone to seizures, tired under the influence of drugs and/or alcohol, or suffer from anxiety. Do not use The Virtual Galaxy's virtual reality equipment if you are suffering from a cold, a flu, a headache, a migraine, an earache, or digestive problems.
9. We recommend consulting a physician before usage of The Virtual Galaxy's virtual reality equipment if you suffer from any serious medical condition, are pregnant, have a pre-existing binocular vision abnormalities or psychiatric disorder, suffer from a heart condition, or are elderly. Symptoms of exposure to virtual reality may persist and become more apparent hours after usage of the virtual reality equipment. If symptoms persist, consult a physician.
10. Immediately stop using the virtual reality equipment if you experience any feeling of

discomfort. If you experience any of the following symptoms immediately stop using The Virtual Galaxy Virtual Reality Arcade's virtual reality equipment: eye strain, eye or muscle twitching, lightheadedness, seizures, nausea, loss of awareness, involuntary movements, impairment to visions, impairment to balance, impairment to hand-eye coordination, excessive sweating, increased salivation, drowsiness, fatigue, symptoms of motion sickness, discomfort in the eyes, or discomfort in the head. If discomfort persist, consult a physician.

11. The Virtual Galaxy's virtual reality equipment should not be used by children younger than 5 years old. Adults should limit the time children spend using the virtual reality equipment and ensure children take breaks from the equipment. Prolonged usage of virtual reality equipment should be avoided and may negatively impact a child's balance, hand-eye coordination and their ability to multi-task. Adults should monitor children exposed to the virtual reality equipment for any symptoms listed above.

12. Disruptions to users' virtual reality gaming sessions may take up a portion of the users' scheduled booking time. The Virtual Galaxy holds the right to refuse refunds or compensation for said disruptions.

13. The Virtual Galaxy is not responsible and is not liable for any lost, damaged, or stolen personal items that occur during or after your time at The Virtual Galaxy.

14. Any misconduct, including but not limited to swearing, misuse of equipment, intentional disruption of other visitors, excessive yelling, or physical altercations will result in an immediate termination of your virtual reality session at the discretion of a The Virtual Galaxy staff member.

15. Any damages caused to The Virtual Galaxy's virtual reality equipment by you and/or your children/ward(s) shall be your liability and you shall indemnify and hold harmless The Virtual Galaxy from such damages.

16. The Virtual Galaxy has categorized game play into two categories. We categorize the game play using our discretion and available ratings tools from the virtual reality industry. By signing the "Virtual Galaxy Rules" waiver you agree that you fully understand our categorization system of these games and that you have chosen which category you or your child should or should not play. The Virtual Galaxy's staff will make every effort to place you or your child for game play at a terminal using, as a guide, your chosen selection of category (s) from your signed waiver that you have signed for yourself or on the behalf of your child. By signing this and all waivers you are agreeing to hold the Virtual Galaxy harmless for any content that you or your child plays, views, hears, or in any manner experiences at our physical location and online. You are agreeing that you accept The Virtual Galaxy's rating and or categorization system. The categories are called "All Ages/Kids" and "All Games". The "All Ages/Kids" category is games that The Virtual Galaxy has deemed appropriate for anyone. The "All Games" category contains all of the "All Ages/Kids" category's games too. It also contains games that may contain violence and/or language. The televisions at The Virtual Galaxy will display what the player at the time is playing and will also show trailers of "All Games". If you wish for you or your child not to experience content from the "All Games" category or content that may contain violence shown on the televisions you understand that you must vacate the Virtual Galaxy's physical premise at your own discretion. You are agreeing that it is your responsibility to monitor any and all content related to The Virtual Galaxy that you or your child experiences online and/or at our physical premise and that you hold The Virtual Galaxy harmless in any and all manners relating to the virtual reality content and waive you and/or your child's right to any and all claims and or lawsuits against The Virtual Galaxy.

## Media Release - The Virtual Galaxy

I authorize The Virtual Galaxy to use my picture in the form of photos, motion pictures, and other electronic images and/or video formats. I authorize The Virtual Galaxy to use my voice in the form of sound recordings and/or video recordings.

I hereby grant The Virtual Galaxy and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release The Virtual Galaxy and its legal representatives for all claims and liability relating to said images or video. I agree that The Virtual Galaxy may use such photographs of me with or without my name and for any lawful purpose, including but not limited to, such purposes as publicity, illustration, advertising, and Web content.

This permission extends to all languages, media, formats and markets now known or hereafter devised and shall continue forever unless I revoke the right in writing. I further grant The Virtual Galaxy the right to give, sell, transfer, and exhibit the print in copies of facsimiles thereof, for marketing, communications, or advertising purposes, as it deems fit.

I hereby waive the right to receive payment for signing this release and waive the right to receive payment for The Virtual Galaxy use of any material described above for any of the purposes authorized by this release. I waive any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.

I acknowledge that I have read the foregoing and I fully understand the contents. I also certify that in the event I am signing on behalf of a minor who is under the age of eighteen years, to whom this release applies and that I have the legal authority to execute this release, I approve the foregoing and agree that we shall be bound thereby.