

Name of Participant: _____ **Date:** _____

VIRTUAL REALITY WAIVER & RELEASE OF LIABILITY FORM - READ CAREFULLY

BY ATTENDING ANY VIRTUAL REALITY EVENT SPONSORED BY SPRINGFIELD PUBLIC LIBRARY, YOU ARE INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BY AGREEING TO THE TERMS LAID OUT IN THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

1.) I wish to participate in an event hosted by the Springfield Public Library where I will have the opportunity to try out various Virtual Reality and other technology experiences. I recognize and understand that trying out various technology experiences involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the experiences, possible negative reactions to virtual reality including but not limited to feelings of nausea, dizziness, and disorientation, and possible transmission of contagious conditions due to use of the equipment used in the experiences. I further understand and acknowledge that since virtual reality is a new technology, there may be unknown and non-obvious risks associated with the technology experiences.

2.) Despite these and other risks, and fully understanding such risks, I wish to attend the event and try out various technology experiences and hereby assume the risks associated with the experiences. I also hereby hold harmless Springfield Public Library, the City of Springfield, and individuals assisting with the experience, and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from my attending the event and trying out various technology experiences, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. I hereby release Springfield Public Library, the City of Springfield, and individuals assisting with the experience from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Springfield Public Library, the City of Springfield, and individuals assisting with the experience that I am in good health and do not suffer from a heart condition, contagious dermatological condition, or other ailment which could be exacerbated by participation in the technology experiences, or pose a risk to other attendees of the event, I further certify that I am 18 years of age or older.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of attending the event and the opportunity to try out various technology experiences, I hereby agree as follows

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Springfield Public Library, the City of Springfield, and individuals assisting with the experience (all of whom are hereinafter collectively referred to as "the Releasees");

2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in the event and the various technology experiences, due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the event and the various technology experiences ; and

4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death;

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY ATTENDING THE EVENT AND / OR TRYING OUT THE VARIOUS TECHNOLOGY EXPERIENCES, I AM INDICATING MY ACCEPTANCE TO THE TERMS OF THIS AGREEMENT AND I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I AGREE TO FOLLOW THE RULES LAID OUT BY THE SPRINGFIELD PUBLIC LIBRARY AND I AGREE TO PAY FOR ANY DAMAGES INCURRED THROUGH NON-COMPLIANCE OF THOSE RULES BY MYSELF OR THE UNDERAGE PARTICIPANT I AM AUTHORIZING

Signed this _____ day of _____, 20__

Signature: _____

UNDERAGE AUTHORIZATION I authorize _____ (Underage Participant) to engage in VR activities and on my own behalf and on behalf of the participant I hereby agree to the release of liability, waiver of claims, assumption of risks and responsibility for compliance with rules described in this Release Agreement. I understand that VR technology is recommended for ages 12 and up and accept all risks both known and unknown for allowing my underage child to participate.

I understand that if the underage participant is aged 12 – 17, I am authorizing them to attend the event on their own.

If the underage participant is under age 12, I understand that I must be present and supervise their participation.

Signed this _____ day of _____, 20__

Signature: _____