

HIGH TIDE VR WAIVER AND RELEASE OF LIABILITY

You have voluntarily elected to participate in a virtual reality experience and related activities (hereinafter “The Experience”) provided by, or on behalf of, Escape Bethany, LLC d/b/a High Tide VR, a Delaware Limited Liability Company (hereinafter “The Company”). As a condition to participate, or the participation of any Minor under the ages of thirteen (13) under your supervision, custody, and control (hereinafter “Minor”), if applicable, you are required to sign this Waiver and Release of Liability (hereinafter “Release”). You and the Minor, if applicable, are sometimes referred to hereinafter individually and collectively as “Participant”.

In consideration for your participation in The Experience, and as a condition to such participation, by signing below, on behalf of yourself and any other person or entity claiming through you, including, but not limited to, your spouse, and you and your spouse’s respective heirs, executors, administrators and assigns, you hereby voluntarily,

1. Acknowledge that participation in The Experience and certain activities in which the Participant will engage are potentially dangerous and involve serious risks, including, but not limited to, illness, nausea, motion sickness, serious injury, death, and/or property damage.
2. Acknowledge that seeking professional medical advice prior to participating is recommended if any Participant has a medical condition that may be affected by The Experience.
3. Acknowledge that due to safety reasons, participation in The Experience may not be appropriate for pregnant women and persons suffering from epilepsy, heart conditions, hearing or visual impairments and other disabilities.
4. Acknowledge that Participant is not under the influence of drugs or intoxicated from alcohol. Drugs and/or intoxication from alcohol would impair Participant’s ability to maintain Participant’s safety awareness and/or endangers others. Participant understands that participating in The Experience while under the influence of drugs and/or intoxicated from alcohol is strictly prohibited. The Company reserves the right to remove any Participant that is suspected to be under the influence of drugs and/or intoxication immediately without refund.
5. Acknowledge that Participant will not smoke nor vape during The Experience. Participant understands that using cigarettes and/or e-cigarettes during The Experience is strictly prohibited. The Company reserves the right to remove any Participant that is suspected to be using cigarettes and/or e-cigarettes immediately without refund.
6. Acknowledge and assume full responsibility (financial or otherwise) for any and all risks arising out of or in any way relating to the Participant’s involvement in The Experience, whether foreseeable or unforeseeable and whether caused by the negligence of the Company or any of its owners, officers, directors, employees, affiliates, partners, representatives, agents, contractors, licensors or landlords, or

the officers, directors, employees, representatives, agents or assigns of any of the foregoing (collectively, the “Releasees”), whether or not such risks are specifically identified or referenced in this Release.

7. Assume full responsibility for the Participant’s adherence to the safety guidelines.
8. Acknowledge that there may be claims, risks or facts relating to The Experience that you are not currently aware of. You intend to grant the Releasees a full and final release of all claims, whether known or unknown.
9. Release, discharge, waive and relinquish any and all actions or causes of action against the Company for personal injury (physical or psychological), property damage or wrongful death occurring to the Participant arising out of or relating to any involvement in The Experience or any activities incidental thereto, wherever or however the same may occur and for whatever period such activities may continue, including, but not limited to, actions or causes of action arising out of or in any way relating to activities in which you participate during The Experience, actions or causes of action arising out of or in any way relating to the failure of others to follow the safety guidelines of The Experience and actions or causes of action arising out of or in any way relating to activities to which you are exposed during The Experience which you independently attempt to replicate after your participation in The Experience.
10. You understand that the Participant may be photographed, videoed or recorded (the “Recordings”) during The Experience and you hereby grant Company and its affiliates permission to use the Recordings, including the Participant’s likeness, in their sole discretion for research, promotional and marketing purposes in any and all media, now known or hereafter devised, without compensation.
11. All Minors under the age of thirteen (13) **must** be accompanied by an adult throughout the entire Experience. The adult shall actively supervise the Minor at all times during The Experience. The adult supervising the Minor may participate in the same Experience as the Minor but shall not leave the Minor unsupervised or unattended at any point during the Minor’s participation.
12. Agree that the Participant is in good health and have no medical conditions that may be adversely affected by the Participant’s involvement in The Experience.
13. If the Participant or any Minor accompanying Participant damages any equipment or materials used as part of The Experience shall be fully responsible for all damages, including but not limited to replacement costs, repair costs, shipping and freight charges, installation hourly rates.
14. Agree that this Release shall be governed by the laws of the State of Delaware, without reference to conflict of law principles thereof, and you submit to the personal and exclusive jurisdiction of the federal and state courts of Delaware to resolve any dispute arising out of or relating to the Company or any Participant’s involvement in The Experience.
15. If a dispute arises out of or relates to The Experience, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within 30 days before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
16. By signing this Release, the undersigned attests that all information provided in connection with Escape Bethany, LLC d/b/a High Tide VR is true and accurate. You agree that if any information is found to

be intentionally misleading, false, or fabricated, you may be subject to immediate dismissal from The Experience without refund or compensation. Furthermore, you agree to indemnify and hold harmless Escape Bethany, LLC d/b/a High Tide VR from any claims, liabilities, damages, or expenses incurred as a result of any such false or misleading information provided.

17. If any provision of this Release is found to be invalid or unenforceable, the remainder of this Release will remain in full force and effect.

By signing (electronically or physically), you agree on behalf of the Participant, if applicable, (i) that you have read and fully understand this Release in its entirety and that this Release cannot be modified orally, (ii) that you are giving up substantial legal rights by signing this Release, including the right to recover damages in case of injury, death or property damage, (iii) that you are aware of the legal consequences of signing this Release, (iv) that you have signed this Release freely and voluntarily without any inducement, assurance or guarantee being made to you and (v) that you intend for this Release to be a complete and unconditional release of all liability of the Releases to the greatest extent allowed by law. You acknowledge that you understand the risks associated with participating in The Experience and have had the opportunity to personally discuss with a representative of the Company the potential risks and dangers incidental to participating in The Experience.

By signing here, I Agree, I consent to the terms of this Release and all safety rules and guidelines.

Participant's Signature: _____ *Date:* _____

Participant's Printed Name: _____

Important Privacy Notice to Parents of Children Under 13

If a Participant is under 13 years of age and participates in The Experience, we may collect from this Minor your online contact information, name and the Minor's name in order to obtain this Release and your consent, as required, for the collection, use, or disclosure of the Minor's information. We will not collect, use, or disclose any personal information from the Minor if you do not provide your consent. When a Minor participates in The Experience, we collect his or her name, date of birth, gender, gamer ID and ticket ID in order to check in and associate that Minor with a particular ID during The Experience. By signing this Release, you provide your verifiable consent to the collection, use, and disclosure of the Minor's information. If you do not provide your consent, we will delete your online contact information from our records if it differs from the contact information you already provided to us (e.g., to purchase tickets).

Parent and/or Legal Guardian: I verify that I am the parent and/or legal guardian of the Minor, and that I have the authority to enter into this agreement on behalf of the Minor, if applicable. By signing here, I Agree, I consent to the terms of this Release and all safety rules and guidelines. I also acknowledge that I will be present at all time with the Minor during The Experience and have full control and dominion over the Minor.

Parent/Guardian's Signature: _____ *Date:* _____

Minor Participant's Printed Name: _____ *Date of Birth:* _____