

Pennington Station VR Waiver

- **ACKNOWLEDGMENT AND ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

By signing this agreement, I acknowledge that I have been fully informed by Pennington Station, a MISSOURI Limited Liability Company, of the risks inherent to participating in its virtual reality (“VR”) demonstrations, activities, and use of various VR equipment (the “VR Activities”), and use of any additional ancillary equipment and facilities required for participation in the VR Activities.

1. Potential Risks

I acknowledge that this activity may involve a test of a person’s physical and mental limits and carries with it the potential for serious injury. Inherent hazards and risks include anxiety, blood pressure changes, disorientation, dizziness, drowsiness, fatigue, impaired hand-eye coordination, impaired sense of balance, impaired vision, loss of awareness, impaired hand-eye coordination, decreased ability to multitask, fatigue, increased heart rate, increased salivation, increased sweating, lightheadedness, motion sickness, nausea; eye soreness or strain, eye twitching, fainting, minor fall-related injuries, joint pain or weakness, muscle pain or weakness, damage to joints, ligaments, muscles, permanent or temporary alterations in vision, permanent or temporary hearing loss, loss of consciousness, panic attacks post-traumatic stress disorder (“PTSD”), repetitive stress injuries, seizures, serious contact or fall-related injuries, injuries arising from equipment malfunction or misuse by Participant or other participants; and/or injuries arising from impact or collision with other participants, spectators, or agents or employees of the Released Party.

I further acknowledge that the above list is not complete and that pre-existing or unknown conditions or injuries of mine and/or unanticipated risks could cause illness, physical or emotional injury, or death. All of these injuries can persist and become more apparent hours after the VR Activities and may lead to an increased risk of injury when engaging in normal activities in the real world after leaving the premises, including serious personal injuries

(including death), or other unforeseen consequences, which may be due to the unavailability of immediate emergency medical care and/or property damage, as a consequence thereof. **I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the VR Activities.**

Furthermore, Pennington Station employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that Pennington Station employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities. Despite being informed of these risks, I have chosen, on my own freewill, to participate or allow my child/ward to participate in VR Activities promoted by Pennington Station. **I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, 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.** I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

2. Certification of Good Health

I certify that I am eighteen (18) years old or older and that my child/ward is eight (8) years old or older, that I and my child are physically fit, and have none of any of the following medical conditions:

- Any heart or respiratory condition(s), including high blood pressure;
- Back, joint, or other orthopedic conditions;
- Diagnosis of any anxiety disorder, mood disorder, or post-traumatic stress disorder;
- Diagnosis of carpal tunnel or tendonitis;
- Difficulty performing physical exercise or other physical activities;
- Epilepsy or other seizure disorder;
- Existing medical restriction on physical activity;
- Implanted medical devices; and/or

- Photosensitivity.

I will inform Pennington Station if my/my child's health status changes. I agree to follow all laws, rules and guidelines regulating the conduct of the Activities.

3. Release of Liability

In consideration of permitting me and my child to participate in this VR Activity, I VOLUNTARILY WAIVE, RELEASE, AND FOREVER DISCHARGE from any and all claims, demands or causes of action that I or my child have or may have in the future due to any cause whatsoever including but not limited to, Negligence, Breach of Contract, or breach of any statutory or other duty of care, on the part of Pennington Station, including the failure on the part of Pennington Station, and any liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me or my child including my traveling to and from this VR Activity, THE FOLLOWING ENTITIES OR PERSONS: Pennington Station and/or its owners, members, directors, officers, employees, representatives, and agents, and the activity holders, sponsors, and volunteers (the "Releases").

Under no circumstances will Pennington Station, affiliates, suppliers, the Releases, or other third parties with which Pennington Station does business ("Business Partners") liable for any indirect, incidental, special, consequential, or exemplary damages arising from or relating to the use of the services. 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 however arising out of the use of the services. I acknowledge that Pennington Station and the Releases are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

4. Indemnification

I AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this VR Activity, whether caused by the negligence of the Releasees or otherwise, including any claims for property damage or personal injury to any third party resulting from my/my child's use of VR equipment during or after the Activity. I also agree to indemnify and fully compensate Pennington Station for any property damage I or my child

cause to Pennington Station' property, including but not limited to Pennington Station' VR equipment resulting from my/my child's use of Pennington Station' VR equipment. Furthermore, should Pennington Station or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to fully indemnify and hold Pennington Station harmless from all such fees and costs. This means I will pay all of those attorney's fees and costs myself.

5. Medical Care

I acknowledge that in the event I or my child am/is injured as a result of this Activity, I or my child may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer. I hereby represent and affirm that I have adequate insurance to provide coverage for such medical expenses. I understand and agree that Pennington Station will not pay for any cost or expenses incurred by me or my child if I/my child am/is injured.

6. Consent to be photographed

I understand that while participating in this activity, I and my child may be photographed, video-taped, or otherwise recorded, and grant Pennington Station the right to photograph, videotape and/or record me and my child. I agree to allow my/my child's photo, video, or film likeness, voice and appearance to be used for any legitimate purpose by Pennington Station, the activity holders, producers, sponsors, organizers, and assigns.

7. Complete Agreement

This Agreement may only be amended or modified by a written document signed by both Parties. Pennington Station has made no promises to me other than those in this Agreement. Furthermore, other than as excepted below, this Agreement is the entire agreement between me and Pennington Station and supersedes any and all prior agreements or understandings between the Parties, whether written or oral, pertaining to my/my child's participation in VR Activities with the Pennington Station.

8. Construction of the Agreement

This Acknowledgement and Assumption of Risk, Waiver of Liability and Indemnification Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

9. Governing Law

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. SUBJECT TO THE

ARBITRATION PROVISION IN SECTION 12, I HEREBY EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN WILLIAMSON COUNTY MISSOURI FOR ANY LAWSUIT FILED THERE AGAINST ME BY PENNINGTON STATION CONCERNING MY/MY CHILD'S PARTICIPATION OF VR ACTIVITIES AT PENNINGTON STATION OR ARISING FROM OR RELATING TO THIS AGREEMENT.

If either party breaches this Agreement, the parties understand and agree that the breaching party will be responsible for any costs incurred by the non-breaching party, including reasonable attorneys' fees, in notifying the breaching party of such breach and in bringing any action to enforce the terms hereof. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs including reasonable attorneys' fees in the action.

10. Arbitration

I agree that any dispute, claim or controversy concerning my/my child's participation in VR activities with Pennington Station or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Nashville, MISSOURI in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. To the extent permitted by law, the parties shall split equally the administrative fees associated with the arbitration, except that I agree to be responsible for first \$1,000.00 in administrative fees for any arbitration, and I shall be responsible for my own attorneys' fees.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Date: _____

Participant's Signature If Over 18 Years Of Age:: _____

Parent/Legal Guardian's Signature: _____