## **Virtual Reality Experience Release and Waiver**

By participating in this virtual reality experience (the "<u>VR Experience</u>"), you acknowledge and agree that you are doing so voluntarily and at your own risk and accept the terms and conditions set forth herein. The experience may involve immersive audio-visual effects, motion simulation and sensory stimulation through the use of virtual reality equipment and may involve certain risks including, but not limited to, dizziness, disorientation, nausea, seizures and/or risk of injury resulting from the possible malfunction of equipment or other discomfort.

Participants must be at least 13 years of age to take part in the VR Experience. Individuals under 18 years of age must have the consent and supervision of a parent or legal guardian. By participating in this VR Experience you certify that you are at least 13 years of age and, if you do not have the consent and supervision of a parent or legal guardian, you certify that you are at least 18 years of age. The venue reserves the right to request proof of age or deny participation to anyone who does not meet these requirements.

By participating in this VR Experience, you agree to irrevocably waive, release and forever discharge and hold harmless and shall neither sue nor bring any proceeding against the venue, the Performing Arts Center of Los Angeles County, the County of Los Angeles, and their affiliates, licensors, licensees, members, partners, successors, assigns, directors, officers, employees, contractors, agents and representatives (collectively, the "Released Parties") from or for any and all losses, damages, injuries, liabilities, claims or demands of whatever kind or nature, whether known or unknown, caused by, arising out of, related to, or resulting from, in whole or in part, your participation in the VR Experience.

You acknowledge that this release is intended to be a complete waiver and release of any responsibility and liability to yourself regardless of whether you are actually actively participating in the VR Experience or any portion thereof. You acknowledge there is a possibility that after agreeing to this release, you may discover facts or incur or suffer claims that were unknown or unsuspected at the time this release was agreed, and which, if known by you at that time, may have materially affected your decision participate in the VR Experience. You acknowledge and agree that by reason of the releases and waivers contained herein, you are assuming any risk of such unknown facts and such unknown and unexpected claims.

You are aware of the existence of Section 1542 of the California Civil Code, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN

HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Notwithstanding the language of California Civil Code Section 1542 and in the interest of obtaining a full, final, and complete release, accord and satisfaction of each and every released claim, whether known or unknown, that you have or may have, or may come to have at any time against any of the Released Parties, by participating in the VR Experience, you hereby knowingly and voluntarily waive the provisions of Section 1542 of the California Civil Code, as well as any other statute, law, or rule of similar effect of any other jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this release.

If at any time you feel unwell, you should remove the headset and discontinue participation immediately. By entering or engaging with the VR Experience, you confirm that you have read and understood this release and that your participation constitutes your acceptance of these terms.