

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")**

**This document affects your legal rights. Please read it before signing it.**

I, the below named person being 18 years old or older in age, or the legal guardian of the person named below who is under 18 but over 12 years old, in consideration of the facilities, services, equipment and activities offered by City of Mt. Angel, its officers, employees, and agents and volunteers ("Releasees"), hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

**ACKNOWLEDGMENT OF RISKS:** I have read and understand the Sony "Health Warnings" Disclosure attached to this Agreement. I UNDERSTAND AND ACKNOWLEDGE that and the use of Virtual Reality ("VR") equipment offered by Releasees bear certain **known risks and unanticipated risks** which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL, OR DAMAGE to myself, to the minor(s) identified below, or my property. **I understand and acknowledge those risks** may result in personal claims against Releasees, or claims against me by spectators or other third parties. These risks include but in no way are limited to the following:

(1) The risks involved in use of the VR equipment offered by Releasees; (2) the acts, omissions or negligence in any degree of Releasees; (3) latent or apparent defects or conditions in VR equipment provided by Releasees or their agents or employees; (4) my own physical condition, or my own acts or omissions; (5) rescue, first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, **anticipated or unanticipated** may also result in injury, death, illness, disease, or damage **to myself, the minor(s) identified below, or to my property.**

**ACCEPTANCE OF RISK AND RESPONSIBILITY:** I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE to myself, the minor identified below, or to my property arising from my use of the VR equipment and related services offered by Releasees.

**RELEASE:** I, FOR MYSELF AND THE MINOR(S) IDENTIFIED BELOW, VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees, their officers, employees, agents or volunteers, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are in any way connected with my use of the VR equipment offered by Releasees, or that of the minor(s) identified below, **including, but specifically not limited to any and all negligence or fault of Releasees and their officers,** employees, agents and volunteers, **whether involved in an activity or not.** I FURTHER AGREE, PROMISE AND COVENANT, ON BEHALF OF MYSELF AND THE

MINOR(S) IDENTIFIED BELOW, TO HOLD HARMLESS AND TO INDEMNIFY Releasees and their officers, employees, agents and volunteers, from all defense costs, including attorney's fees, or **from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by me or on my behalf.**

I FURTHER ACKNOWLEDGE that I am in the best position to determine my physical ability or the physical ability of the minor(s) identified below to participate in the activities contemplated in this agreement, acknowledge that I am in good physical and mental health, not suffering from any condition, disease or disablement which would or could potentially affect participation in the activity that I am the legal guardian of the minor(s) identified below and that the minor(s) is/are over 12 years old.

My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Minor Child/Children:**

**Minor Name:** \_\_\_\_\_

**Age:** \_\_\_\_\_

**Minor Name:** \_\_\_\_\_

**Age:** \_\_\_\_\_

**Minor Name:** \_\_\_\_\_

**Age:** \_\_\_\_\_

**Minor Name:** \_\_\_\_\_

**Age:** \_\_\_\_\_