

## OCULUS VIRTUAL REALITY LIABILITY WAIVER AND RELEASE

**What to Expect in the Oculus VR Experience:** The Oculus VR experience includes virtual reality and related activities which may include a number of experiences, including but not limited to experiences that are frightening, thrilling and/or entertaining (the "Included Activities"). I understand that virtual reality experiences like the Included Activities are highly immersive and can feel extremely realistic at times. I affirm that my participation and, if applicable, the participation of my dependent child(ren) (individually and collectively, the "Child"), is fully voluntary and that neither I nor the Child has any known physical, mental or health-related reasons or problems that should preclude or restrict my or the Child's participation in the Included Activities.

**Health Notice/Affirmation:** I am aware that some people may experience nausea, disorientation, vertigo, seizures, motion sickness, general discomfort, headaches, anxiety or other physical, mental or health-related injuries when experiencing virtual reality. Those with epilepsy may be adversely affected by virtual reality experiences. On behalf of myself and the Child, I voluntarily assume all associated risks, and take full responsibility for these and any other consequences that may arise from my participation in the Included Activities.

**Risk Waiver and Release:**

In consideration for being permitted to participate in the Included Activities provided by Oculus and the Alhambra Civic Center Library, I hereby, for myself, the Child, my heirs, executors, administrators, assigns or personal representatives, release and forever discharge the City of Alhambra and the Oculus Corporation and its affiliates, members, partners, representatives, directors, employees, contractors, licensors, agents, and their successors and assigns (collectively, the Oculus Parties) from and against any and all losses, damages, injuries (including death) or other liability financial or otherwise that may arise from my or the Child's participation in the Included Activities.

I acknowledge that the Child or I may subsequently learn of claims, risks or facts of which we are not currently aware. It remains my intention, on behalf of myself and the Child, to grant the City of Alhambra and the Oculus Parties a full and final release of all claims, whether known or unknown. I am aware of Section 1542 of the California Civil Code, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

Being aware of this code section, I expressly waive any rights that the Child or I may have based upon it, as well as under any other statutes or common law principles of similar effect.

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Neither I nor the child will pursue legal or other action against any of the Oculus Parties or the City of Alhambra for any losses, damages, injuries (including death) or other liability real or perceived arising from the Child's or my participation in the Included Activities.

Entire Agreement: I understand that this Waiver and Release contains the entire agreement between the parties, and no other evidence will be used or admitted to alter or explain the terms of this Waiver and Release. If any provision within this Waiver and Release shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this Waiver and Release shall be determined to be unlawful or otherwise unenforceable, the remainder of this Waiver and Release shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

BY ACKNOWLEDGING AND ACCEPTING THIS LIABILITY WAIVER AND RELEASE, I AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY ACKNOWLEDGING AND ACCEPTING THIS WAIVER AND RELEASE ON MY BEHALF AND ON BEHALF OF THE CHILD, IF APPLICABLE. I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS WAIVER AND RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM ACKNOWLEDGING AND ACCEPTING IT OF MY OWN FREE WILL.

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Name (printed) and names of child(ren)

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Signature

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Date