

# WHISTLER VR 2018



## Liability Waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS, INFORMATION,  
CONSENT, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION  
FOLLOWING AN INJURY

*PLEASE READ CAREFULLY!!!*

To: Whistler VR, all partners, any hosting venues and their directors, officers, agents, representatives, employees, referees, volunteers, members, participants, spectators, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES").

### DEFINITIONS

In this Agreement the term "participants" shall include all activities, events, seminars and services provided, sponsored or organized by Whistler VR and hosting venues, including but not limited to: practices, games, tournaments, celebrations and equipment & facilities usage.

### ASSUMPTION OF RISKS

I the participant have full legal responsibility for my decisions. I believe I am physically, emotionally and mentally able to participate in the Virtual Reality games and entertainment, and is doing so voluntarily and willingly.

I am aware that my participation in the Whistler VR activities involves many risks, dangers, and hazards, which could result in damage, loss, serious physical injury or death to my child/ward. Some of these risks, dangers and hazards include, but are not limited to:

- Health: overexertion, dehydration, fatigue, lack of fitness or conditioning, traumatic injury, bacterial infections and rashes;
- Premises: defective, dangerous or unsafe condition of the facilities; falls, collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on carpet, wood, grass, turf or other surfaces, extreme weather conditions; travel to and from fields;
- Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my child/ward's ability;
- Contact: I acknowledge that contact with walls, chairs, other equipment, or other persons, whether intentional or unintentional, is a common part of the Virtual Reality experience, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury;
- Advice: negligent advice regarding the Virtual Reality experiences;
- My child/ward's conduct and the conduct of other persons including any physical altercation between Virtual Reality participants: I acknowledge that such conduct, including my child/ward's negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect me from the risks, dangers and hazards of the Virtual Reality experience, some of which are referred to above.

### PERSONAL INFORMATION AND IMAGES

I acknowledge and grant Whistler VR the unrestricted right to collect, use and disclose my personal information, including my name, image and likeness in all forms of media, for any purpose reasonably related to the administration, management and promotion of the Virtual Reality experience. I am aware that Whistler VR has a written Privacy Policy that is available to me upon written request.

(cont'd over)

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing my child/ward to participate in the Virtual Reality experience, use its equipment and facilities, and providing their entertainment services and programs, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I or my child/ward have or may in the future have against THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer as a result of my participation in the Virtual Reality experience DUE TO ANY CAUSE WHATSOEVER, including but not limited to:

- negligence on the part of the Releasees;
- breach of contract by the Releasees, including a breach of Whistler VR's Privacy Policy;
- breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
- breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303, on the part of the Releasees; and
- the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the Virtual Reality experience, some of which are referred to in the Assumption of Risks section of this Agreement.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in the Virtual Reality experience.

Despite the risks, dangers and hazards of the Virtual Reality experience, and fully understanding such risks, dangers and hazards, I wish to participate in the Virtual Reality experience with the venue's facilities and elsewhere, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

This Agreement shall be effective and binding upon my next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

**SAFETY**

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of the Virtual Reality experience other than what is set forth in this Agreement.

**INSURANCE:** Though Whistler VR and the hosting venue carry insurance, I acknowledge that should I become injured or cause personal injury or property damage to any third party while participating in the Virtual Reality experience, I am not entitled to insurance coverage under their insurance policies.

**JURISDICTION:** This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and be interpreted solely in accordance with the laws of the Province of British Columbia, and I agree to attorn solely to the jurisdiction of the Courts of the Province of British Columbia. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

By signing below, I agree that I, the player or volunteer who will be participating in the Virtual Reality experience, I have read this Agreement and Whistler VR's Rules and agree that I am to be bound by this Agreement and the Whistler VR's Rules.

Player's Name: \_\_\_\_\_

Player's Email: \_\_\_\_\_

Player's Tel: \_\_\_\_\_

Player's Signature: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018      Witness Name: \_\_\_\_\_

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