

## AIUla Adventures WAIVER

**You are about to use the AIUla Adventures Experience (“Experience”).**

**This process will allow you to book a ticket and reserve a time!**

During the Experience **you will create a digital Journal** containing **pictures of places you visit** today and **artifacts you find** as you **explore virtual AIUla!**

When you have finished, we will **email your digital Journal to you**. So please make sure to **use a valid email address!**

### **Book your ticket here:**

- You need to register with us which will include signing a Waiver;
- If you are under the age of 13, a parent or guardian must sign the Waiver on your behalf;
- We will email you a copy of the Waiver;
- You only need to sign this Waiver once. In future, just sign-in with the same email address and book a time.

### **Caution:**

**If you have a medical condition or disability that may be impacted by the Experience, it is strongly recommended that you consult with your physician before participating.**

Some participants may suffer from a loss of balance, headaches, locomotor system pain, dizziness, problems caused by jets of air, and in extraordinary cases, epilepsy-like symptoms, during or after the Experience.

For your own safety, the Experience may not be suitable for:

- Persons under the age of 10;
- People under 4’ (122cm) tall.
- Persons with disabilities;
- Anyone prone to motion sickness;
- Persons who suffer from high blood pressure, heart conditions, vertigo, PTSD, back or neck conditions, epilepsy;
- Anyone with a cardiac pacemaker or other implanted medical devices;
- Any type of medical condition affecting the senses of balance, vision, or hearing;
- The elderly;
- Anyone that is blind or visually impaired;
- Persons with sensitivities to loud noises, or flashing lights;
- Pregnant women;
- Persons under the influence of alcohol or other intoxicants.

### **What does the Waiver say?**

- You are accepting responsibility for your use of the Experience, and you do so at your own risk;

- You are consenting to our collecting of your data, including an email address;
- There are risks in using virtual reality experiences and some people, especially those with medical conditions, should seek medical advice before using the Experience;
- Please read the Waiver below to see a detailed description of the possible risks.

**Please ask an Attendant if you have any questions or concerns BEFORE using the Experience.**

As provided in our Privacy Policy, you may instruct us to request the deletion of your Personal Data or the Personal Data of your child at any time by sending us an email from the email address you use to register, to [deletemydata@alulaadventures.com](mailto:deletemydata@alulaadventures.com).

The Waiver is below. You can scroll the window to read it in full.

**Please sign below when you want to proceed.**

**ALULA ADVENTURES – AGREEMENT TO PARTICIPATE, LIABILITY WAIVER, ASSUMPTION OF RISK AND RELEASE AGREEMENT**

By signing this document (“Waiver”), I hereby waive certain legal rights, including the right to sue. I have had the opportunity to read this agreement carefully.

I have read and understand the following cautions:

***Health Risks:***

If you have a medical condition or disability that may be impacted by the Experience, it is strongly recommended that you consult with your physician before participating.

Some participants may suffer from a loss of balance, headaches, locomotor system pain, dizziness, problems caused by jets of air, and in extraordinary cases, epilepsy-like symptoms, during or after the Experience.

For your own safety, the Experience may not be suitable for:

- Persons under the age of 10;
- People under 4’ (122cm) tall.
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- The elderly;
- Anyone that is blind or visually impaired;
- Persons with sensitivities to loud noises, or flashing lights;
- Pregnant women;
- Persons under the influence of alcohol or other intoxicants.

### ***Children / Minors***

We do not recommend that the Experience is used by anyone under the age of 10.

A parent or guardian must sign a Waiver on behalf of anyone under the age of 13.

If you are signing on behalf of a minor, you are solely responsible for their compliance with these guidelines and Waiver. It is your responsibility to inform them about the rules and supervise them at all times. The Released Parties (as defined below) shall have no liability and will be held harmless for any liability, loss, medical condition suffered or aggravated, injury or death to any minor accompanying you, or any claim that may result.

### ***What to Expect in the AIUla Adventures Experience:***

AIUla Adventures is an activity that utilizes an enclosed, custom environment (the “Pod”) to create a virtual world comprising of 360-degree graphics, sound and sensory effects, which are designed to feel exciting, thrilling and/or entertaining. The Experience is highly immersive and can feel extremely realistic at times, including the sensation of movement, speed, flying, driving, floating, elevation changes, wind and vibrations.

What you hear and see in the virtual world is designed to be exciting, however, the Pod may be in a public place so please be mindful of your language, remembering that there may be children and adults nearby who are not in the virtual world with you.

Using the Experience will entail wearing a headset which will totally block your view of your real location, and headphones that will prevent you from hearing the outside world. In the event of an emergency during this time, you should remove the headset, exit the Pod if safe to do so and take instructions from the attendant operating the Pod.

### ***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. In addition, I understand that the Experience involves the use of equipment that can emit radio waves, and I have been advised to consult with a doctor if I have a cardiac pacemaker, other implanted medical devices or other health condition before using the Experience. By signing this Agreement and participating in the Experience, I hereby affirm that I am in good mental and physical health and have had no medical or health issues or problems, or have any reason to suspect such condition, that would otherwise be reasonably deemed to preclude my participation in the Experience.

### ***Assumption of Risk:***

I acknowledge that I fully understand that participation in the Experience carries with it certain inherent risks and dangers that cannot be eliminated regardless of the care taken to avoid accidents, injury or death. I hereby assert that my participation in the Experience is entirely voluntarily and that I knowingly assume all associated risks, including without limitation personal injury and death, and take full responsibility for these and any other consequences that may arise from my participation in the Experience.

***Risk Waiver and Release:***

In consideration for being permitted to participate in the Experience, I hereby, for myself, my heirs, executors, administrators, assigns, successors-in-interest and/or personal representatives, release, hold harmless and forever discharge Manga Productions LLC., Spark XR Inc., and the owner of the physical location of the Pod, their respective parents, owners, affiliates, subsidiaries, members, partners, representatives, directors, employees, contractors, licensors, agents, as well as their successors and assigns (collectively, the "Released Parties") from and against any and all claims, losses, damages, injuries (including without limitation death) or other liability of any kind, financial or otherwise, that may arise from my participation in the Experience.

I acknowledge that I may subsequently learn of claims, risks or facts of which we are not currently aware. It remains my intention to grant the Released 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 I may have based upon it, as well as under any other statutes or common law principles of similar effect.

For the avoidance of doubt, I expressly agree that I will not initiate and/or pursue any action at law, equity or otherwise against any of the Released Parties for any claims, losses, damages, injuries (including without limitation death) or other liability of any kind, financial or otherwise, real or perceived, arising from my participation in the Experience.

***Indemnity:***

I further agree to defend and indemnify the Released Parties for all loss and damage (including without limitation the reimbursement of reasonable attorneys' fees and costs) arising from claims or lawsuits for personal injury, death, property loss or other losses or damages related to my participation in the Experience.

***Use of my data:***

I give my consent for SparkXR to store my email address and any data collected during registration or the Experience in order to send me follow-up material, including but not limited to, a copy of this Waiver, a digital journal of my virtual Experience and to improve the performance of the Experience.

I expressly understand and agree that, during my participation in the Experience, I may be filmed, photographed, taped and/or otherwise recorded by video and/or audio means, whether now known or hereafter created (any such resulting media to be "Recordings") and that such Recordings, including without limitation the use of my image, likeness and right of publicity, may be used by the Released Parties in their sole discretion for promotional and marketing purposes without compensation of any kind due to me, financial or otherwise.

**Entire Agreement:**

I acknowledge that my use of the Experience is subject to the Terms of Service and Privacy Policy the links for which have been provided to me, below, for review before signature. I understand that this Agreement contains the entire agreement between the parties with respect to this matter, and no other evidence shall be used or admitted to alter or explain the terms of this Agreement. If any provision within this Agreement shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect. Any disputes pertaining hereto will be brought in the relevant trial and appellate courts of proper jurisdiction in Salt Lake City, Utah, USA and the parties expressly agree to such venue and jurisdiction. The headings contained herein shall not be deemed to affect the meaning of the provisions herein. This Agreement shall be subject to the laws of the State of Utah with respect to such state's provisions regarding conflict of law or strict construction against the drafter.

I AFFIRM THAT I AM 13 YEARS OR OLDER, AND THAT I AM FREELY ACKNOWLEDGING AND ACCEPTING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENTS AND THAT THIS AGREEMENT CANNOT BE MODIFIED ORALLY AND MAY ONLY BE MODIFIED PURSUANT TO A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO. 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. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, THAT I HAVE SIGNED IT FREELY WITHOUT ANY INDUCEMENTS OR ASSURANCES OF ANY KIND AND THAT I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE FULLEST EXTENT PERMITTED UNDER THE RELEVANT GOVERNING LAW.

By signing below, I affirm that my participation is fully voluntary and that I do not have any known physical, mental or health-related reasons or problems that should preclude or restrict my participation in the Experience.

To see our Terms of Service please visit: <https://www.alulaadventures.com/aua-legal>.

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