

WAIVER OF LIABILITY, ASSUMPTION OF RISK, & MEDIA AUTHORIZATION

In consideration for receiving permission to use the @ONE | @Reality Lab (“@Reality Lab”) at the University of Nevada, Reno (“University”), I hereby agree to the following:

Safety and Conditions of Use

I agree that I am personally responsible for the safety and actions of myself and my minor child while using the @Reality Lab. I certify that I or my minor child am/is in good health, that I or my minor child have/has no physical limitations that would preclude my/my child’s safe use of the @Reality Lab facilities and equipment and that I will consult a physician prior to participating in this activity if I or my child do/does not routinely participate in strenuous physical activity.

I agree to use the @Reality Lab facilities and equipment in a proper and safe way, and to ensure that my minor child does as well. If I have any questions as to the proper or safe use of any equipment, neither I nor my child will use the same until I have consulted with University personnel.

I certify that a copy of the @Reality Lab policies have been made available to me and that I have read the policies. I and my child will comply with all University policies and rules, including but not limited to all @Reality Lab policies, guidelines, signage, rules and instruction.

In the event that any damage to equipment or facilities occurs as a result of my or my child’s willful actions, neglect or recklessness, I acknowledge and agree that I am responsible to pay any and all costs associated with the same. I also understand that I am responsible for monitoring anything I or my child bring into the @Reality Lab, and that the University is not responsible for lost, damaged, or stolen property.

Assumption of the Risk

I hereby acknowledge and agree that using virtual or augmented reality systems has inherent risks, including serious physical injury. As a spectator or participant of the @Reality Lab demonstration of virtual or augmented reality systems (“VR/AR”), I accept and assume those inherent risks for myself or my minor child listed below, which risks include, but are not limited to:

1. Seizures; Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should see a doctor before using the headset.

2. Discomfort; loss of awareness; eye strain; eye or muscle twitching; involuntary movements; altered, blurred, or double vision or other visual abnormalities; dizziness; disorientation; impaired balance; impaired hand-eye coordination; excessive sweating; increased salivation; nausea; light-headedness; discomfort or pain in the head or eyes; drowsiness; fatigue; or any symptoms similar to motion sickness;
3. Injuries resulting from slipping, tripping or falling, including over cables, extension cords, wires, or other equipment;
4. Injuries to individuals observing the demonstration that result from others slipping, tripping, or falling;
5. Injuries associated with failure of equipment, including, but not limited to, headsets, controllers, wires, cables, or electrical equipment.

Immediately discontinue use of the VR/AR headset if any of the above symptoms are experienced.

WARNING: Radio Frequency Interference: If you have a pacemaker or other implanted medical device, do not use the headset without first consulting your doctor or the manufacturer of your medical device.

WARNING: Symptoms of VR/AR exposure can persist and become more apparent hours after use. These post-use symptoms can include the symptoms above, as well as excessive drowsiness and decreased ability to multi-task.

WARNING: Do not drive, operate machinery, or engage in other visually or physically demanding activities that have potentially serious consequences or other activities that require unimpaired balance and hand-eye coordination until you have fully recovered from any symptoms.

I/MY CHILD AM/IS VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY ENTIRELY AT MY/MY CHILD’S OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT

LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY/MY CHILD'S OWN OR OTHERS' NEGLIGENCE, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME/MY CHILD, OF PARTICIPATION IN THIS ACTIVITY.

Release of Liability

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, heirs, representatives, executors, administrators and assignees hereby do forever release, waive, discharge, and covenant not to sue the Board of Regents of the Nevada System of Higher Education, its regents, officers, agents, servants, independent contractors, affiliates, volunteers, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, damages, costs, expenses, injuries, illnesses, demands, and causes of action of any nature whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my minor child, or any of the property belonging to me or my minor child, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, ANY THIRD-PARTY, OR OTHERWISE, while participating in any activity while in, on, or around the @Reality Lab and/or while using any @Reality Lab facilities or equipment.

Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all causes of action, claims, damages, demands, losses, lawsuits, losses, liabilities, judgments, or costs of any nature whatsoever arising, directly or indirectly, out of or in any way relating to my or my minor child's use of the @Reality Lab facilities or equipment, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, ANY THIRD-PARTY, OR OTHERWISE.

Media Authorization & Release

From time to time, University personnel may take photographic, audio, and/or video recordings of participants using the @Reality Lab facilities and equipment for use in educational, research, training, marketing, or other commercial or promotional materials. I hereby authorize the University to:

1. Make and copyright photographic, audio, and/or video recordings of me and my child;
2. Use the original recordings as production

elements in subsequent media projects;

3. Use, reproduce, modify, distribute, and disseminate such recordings and projects in any form, manner, or mode of transmission presently or hereinafter existing, and for any purpose; and,
4. Use my and my child's name, likeness, voice and biographical material in connection with such recordings.

I, for myself and my child, release the Released Parties from any liability for errors of omission or commission caused by image or sound editing, cropping, treatment, human error or other means. I waive the right to inspect or approve the finished projects. I certify that I provide this authorization for value rendered and expect no further payment or remuneration. I further certify that my performance will be free from libel, slander, and copyright infringement. I revoke all my prior elections on this subject matter.

Acknowledgment

By signing below I acknowledge and represent for myself and my minor child that I have read the foregoing Waiver of Liability, Assumption of Risk, & Media Authorization, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained above; I am sufficiently informed about the risks involved in using the @Reality Lab to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this document shall be governed by and construed in accordance with Nevada law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability, Assumption of Risk, & Media Authorization as a whole.

If under 18, this form must be signed by a parent or guardian before a minor can engage in any activity.

Signature: _____

Printed Name: _____

Date: _____