

RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS

Participant and/or Participant's parent(s) or guardian acknowledge that use of virtual reality experience and related activities (collectively "VR") are potentially dangerous activities that involve risk of accident, property damage, serious bodily injury and death, and are further aware that Participant may experience nausea, disorientation, motion sickness, general discomfort, headaches or other physical, mental or health-related issues when experiencing virtual reality, and take full responsibility for these and any other consequences that may arise from participation in VR. By signing this Release, Participant, and/or Participant's parents(s) or guardian, assume full and sole responsibility for any risk of injury, property damage, or death arising out of Participant's use of VR. Participant agrees that the Viejas Band of Kumeeyaay Indians, Riedeux Inc., Starbreeze AB Publishing and, including without limitation, all respective affiliates, divisions, Viejas tribal members, officers, attorneys, employees, agents, assigns, representatives, or successors (collectively "Viejas"), are not responsible for any injury or damages of Participant arising out of, or related to, Participant's use of VR. Participant further acknowledges that (a) participation in VR is purely my voluntary choice, (b) there may be other risks not known or reasonably foreseeable in connection with my participation in VR, and (c) I have no known physical, mental or health-related reasons or problems that should preclude or restrict my participation in VR.

Participant and/or Participant's parent(s) or guardian (collectively "Releasing Parties") hereby waive, release, and forever discharge any and all claims for damages, loss, personal injury, or death that Releasing Parties may encounter related to or arising out of Releasing Parties' activities related to VR. This Release is intended to fully and completely discharge Viejas and all sponsors and independent contractors of the Viejas VR operation and venue and their subsidiaries, affiliates, partners, officers, directors, employees, agents, and volunteers from any and all liability for any loss, damage, or expense that Releasing Parties or Releasing Parties' respective heirs, assigns and legal representatives may suffer as a result of Releasing Parties' use of VR and surrounding areas, from any cause whatsoever, including without limitation, any act, omission, error, negligence or breach of contract on the part of Viejas or any sponsors or independent contractors of the VR, in the operation, supervision, design, maintenance, or condition of the VR and all surrounding areas. This release is intended to be as broad and inclusive as permitted by law, and is intended to be effective and binding upon Releasing Parties' heirs, next of kin, families, relatives, guardians, conservators, executors, administrators, trustees and assigns.

Participant certifies that: (a) Participant has been advised to consult a physician before using the VR; (b) Participant is in good physical health sufficient to use the VR; (c) Participant is not under the influence of alcohol or any illegal drugs; and (d) Participant is not taking any medication that would prevent Participant from safely using the VR. Participant and/or Participant's parent(s) or guardian(s) agree to follow all rules posted at the VR and surrounding areas, and instructions from the operating staff of the VR. Participant further agrees to abide by any "Code of Conduct" as posted within the VR area. Failure to follow the "Code of Conduct" rules posted at the VR and surrounding areas, or instructions from the operating staff of the VR may result in the termination of Participant's use of the VR, surrounding areas, and other monies already paid, without refund.

Releasing Parties agree to, at Releasing Parties' sole expense, and with legal counsel reasonably acceptable to Viejas, defend, indemnify and hold harmless Viejas from and against any and all accidents, injuries, liability, claims, costs or expenses related to any act, error, omission, or negligence of Releasing Parties, arising out of, or related to, Releasing Parties' use of the VR and surrounding areas. Releasing Parties hereby authorize Viejas to use any photographs, videotapes, recordings or any other records taken of Releasing Parties while at the VR and surrounding areas for publicity, advertising, or any other legitimate purpose.

BY SIGNING THIS RELEASE, I UNDERSTAND THAT I AM RELEASING VIEJAS AND ALL SPONSORS AND INDEPENDENT CONTRACTORS OF THE VR OPERATION AND VENUE FROM ANY POTENTIAL CLAIMS FOR DAMAGES CAUSED BY ANY ACT, ERROR, OMISSION, OR NEGLIGENCE OF VIEJAS OR OTHER SPONSORS OR INDEPENDENT CONTRACTORS.

Name of Participant: _____ Age: _____ DOB: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Participant's Signature: _____ Date: _____

This is to certify that I, as parent or guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided above. I further agree that I will not leave the VR area and will remain in a location close enough to supervise and remain responsible for the Participant's safety and welfare. To the fullest extent permitted by law, I hereby release and agree to indemnify Viejas and all sponsors and independent contractors of the VR operation and venue and their subsidiaries, affiliates, partners, officers, directors, employees, agents, and volunteers from any and all liabilities incident to the Participant's involvement or participation in VR and all other activities offered at the VR venue and surrounding areas, even if arising from any act, error, omission or negligence of Viejas and/or a sponsor or independent contractor of the VR operation or venue.

Parent/Guardian Signature: _____

Emergency Phone No: _____ Date _____