

DREAMWEAVR GAMING, LLC:
TRADING AS: The DreamWeaVR Experience

PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION

(PLEASE READ THIS DOCUMENT THOROUGHLY! BY SIGNING IT, YOU ARE WAIVING YOUR'S AND/OR YOUR WARDS' LEGAL RIGHTS)

In consideration of being allowed to participate in the services and activities, including, but not limited to, seated room-scale virtual experiences, standing room-scale virtual experiences, full room-scale virtual experiences, and any other amusement activities (collectively "*EXPERIENCES*"), provided by DREAMWEAVR GAMING, LLC and its agents, and any and all other persons and entities acting in any capacity on its behalf (collectively "*DreamWeaVR*"), I hereby agree to forever release, indemnify and discharge *DreamWeaVR* on behalf of myself, and all other persons who could in any way represent me or act on my behalf as follows:

I. RELEASE OF LIABILITY: Despite all known and unknown risks, I hereby expressly and voluntarily release, and forever discharge *DreamWeaVR*, and agree to hold it harmless of and from all, cause and cause of action, judgments, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by *DreamWeaVR*, regardless the action arises out of any loss, personal injury, or death to me, while participating in or as a result of participating in any of the *EXPERIENCES*.

II. INDEMNIFICATION: I hereby agree to indemnify and hold harmless from and against any and all losses, and/or expenses whatsoever paid by *DreamWeaVR*, including, but not limited to, any and all attorneys' fees, and/or judgments *DreamWeaVR* incurs in the event that I cause any losses to *DreamWeaVR* and/or any entities acting in any capacity on behalf of *DreamWeaVR*.

III. DIGITAL MEDIA RELEASE: By entering into a service agreement with *DreamWeaVR*, I hereby grant *DreamWeaVR*, on behalf of myself, the irrevocable right and permission to photograph and/or record me, as well as, re-project my image within a virtual environment, and to use the imagery and/or recording for all purposes, including promotional purposes. I waive any right to inspect or approve the use any media capture, and acknowledge and agree that the rights granted to this release are without any compensation.

If you choose to opt out of Article III of this agreement, then initial here: _____

V. TERMS OF AGREEMENT: I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I participate in *EXPERIENCES* provided by *DreamWeaVR*, whether at the current location or any other location or facility.

VI. VENUE/ARBITRATION: I agree any suit brought against *DreamWeaVR* shall be arbitrated within Henrico County, and the substantive law of the Commonwealth of Virginia shall apply without regard to any conflict of the rule of law. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

ACKNOWLEDGEMENT OF PARTICIPATION IN EXPERIENCES PROVIDED BY DREAMWEAVR

By signing this document, I understand that I may be found by a court of law to have forever waived my right to maintain any action against DreamWeaVR on the basis of any claim from which I have released DreamWeaVR and any released party herein. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so.

Participant's Name: _____

Participant's Signature: _____

Date: ___ / ___ / _____