

## RELEASE OF LIABILITY

### READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in a virtual reality experience organized by Twisted Reality Gaming, of 409 N. Franklin Street, Greenville Michigan 48838 and/or use of the property, facilities and services of Twisted Reality Gaming, I, \_\_\_\_\_, agree for myself to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Twisted Reality Gaming, or the employees, representatives or agents of Twisted Reality Gaming.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself, and further release and discharge Twisted Reality Gaming for injury, loss or damage arising out of my use of or presence upon the facilities of Twisted Reality Gaming, whether caused by the fault of myself, Twisted Reality Gaming or other third parties.

**3. INDEMNIFICATION.** I agree to indemnify and defend Twisted Reality Gaming against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from use of or presence upon the facilities of Twisted Reality Gaming.

**4. FEES.** I agree to pay for all damages to the facilities of Twisted Reality Gaming caused by any negligent, reckless, or willful actions by me.

**5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Michigan law.

**6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Twisted Reality Gaming has offered to refund any fees I have paid to use its facilities if I chose not to sign this agreement.

**7. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**8. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**9. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using a mediator.

**10. EMERGENCY CONTACT.** In case of an emergency, please call:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_ (Day) or \_\_\_\_\_ (Evening)

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

**I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:**

Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

Signature of guardian if under 18 years of age

Phone Number: \_\_\_\_\_

Phone Number of guardian if under 18 years of age

Date: \_\_\_\_\_

## PHOTO AND VIDEO RELEASE

I, \_\_\_\_\_, hereby grant Twisted Reality Gaming permission to use my likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including but not limited to all of Twisted Reality Gaming’s printed and digital publications. I understand and agree that any photo and/or video using my likeness will become property of Twisted Reality Gaming and will not be returned.

I hereby irrevocably authorize Twisted Reality Gaming to edit, alter, copy, exhibit, publish or distribute this photo and/or video for purposes of publicizing Twisted Reality Gaming’s programs or for any other related, lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo and/or video.

I hereby hold harmless and release and forever discharge Twisted Reality Gaming from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

**I HAVE READ AND UNDERSTAND THE ABOVE PHOTO AND VIDEO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:**

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Signature of guardian if under 18 years of age

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_