



**ASSUMPTION OF RISKS, RELEASE OF LIABILITY,
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

By signing this document, you will waive certain legal rights, including the right to sue.
PLEASE READ CAREFULLY

TO: Caveman Media, its agents, owners, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “Caveman Media”):

This Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement (the “Agreement”), together with any documents referred to herein, governs the User’s (described below) use of the Caveman Media virtual reality equipment with various virtual reality content and/or software (the “Services”), at Caveman Media locations (the “Premises”).

IN CONSIDERATION OF Caveman Media allowing the User to use the Services, the User agrees as follows on behalf of themselves, their spouse, children, parents, heirs, assigns, personal representatives and estate:

1. By using the Services the User confirms that they accept the terms of this Agreement and that they agree to abide by them.
2. The User acknowledges that the use of Caveman Media virtual reality equipment entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to the User, to property, or to third parties.
3. The User understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
4. The User’s participation in this activity is purely voluntary and the User elects to participate in spite of the risks.
5. Under no circumstances will Caveman Media, its representative, affiliates, suppliers, or other third parties with which Caveman Media does business (“Business Partners”), be liable for any indirect, incidental, special, consequential or exemplary damages arising from or relating to the use of the Services.
6. The User hereby voluntarily releases, forever discharges, and agrees to indemnify and hold harmless Caveman Media and to waive any and all claims, demands, or cause of action, that the User has or may have in the future against Caveman Media and to release Caveman Media from any and all liability for any loss, damage, expense or injury, including death, that the User may suffer or that the User’s family, heirs, assigns, personal representatives and estate may suffer as a result of the User’s attendance at the Premises and the User’s use of the Services due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed, pursuant to any legislation in place from time to time and further including the failure on the part of Caveman Media to safeguard or protect the User from the risks, dangers and hazards of Caveman Media virtual reality equipment and various virtual reality content and/or software (hereinafter referred to as “Claims”).
7. The User agrees to hold harmless and indemnify Caveman Media from any and all liability for any property damage or personal injury to any third party resulting from the use of Caveman Media virtual reality equipment. The User also agrees to indemnify and fully compensate Caveman Media for any property damage the User causes to Caveman Media property, including but not limited to Caveman Media virtual reality equipment, resulting from the use of Caveman Media virtual reality equipment. Furthermore, should Caveman Media or anyone acting on its behalf be required to incur legal fees and costs to enforce this Agreement, the User agrees to indemnify and hold Caveman Media harmless from all such fees and costs.
8. The User acknowledges that they have read, viewed or heard the Service Rules governing their participation in any activity at Caveman Media. The User certifies that they understand the rules and understands that Caveman Media’s Service Rules have been implemented for the safety of all participants at Caveman Media. The User acknowledges that failure to follow the Service Rules could result in expulsion from Caveman Media.

The User acknowledges that they have been encouraged to seek independent legal advice and been given the opportunity to do so. The User has had sufficient opportunity to read this Agreement and the Caveman Media Service Rules and have read and understood and agrees to be bound by their terms.

Signature of Parent or Guardian

Signature of User (18+)

Name (print): _____

Name (print): _____

Date: _____

Date: _____

Witness: _____