

# ARENA

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK**

You have purchased a ticket for the full motion, multiplayer, immersive virtual reality experience known as ARENA at the Kalahari Resort in Wisconsin Dells. It is important that you take the time to read and understand this document. It describes certain risks of the ARENA, and your assumption of those risks. You also agree to voluntarily relinquish certain rights in the event you or your minor child incurs personal injury, death, disability, or property damage or loss.

**Introduction to Virtual Reality Risks.** ARENA is a physical activity. You will need to be able to walk around, unassisted, for the duration of the session (approximately 15 to 30 minutes depending on the game) with full use of both hands. You should wear comfortable, closed footwear. The equipment – including a backpack, headset and gun simulator – is heavy (the backpack alone is about 10 pounds), and in order to participate, all equipment must be worn for the duration of the session.

- We do not recommend ARENA if you are pregnant, elderly, have any heart condition, vision abnormalities, history of seizures or loss of awareness, or psychiatric disorders or concerns. The equipment may also affect the operation of pacemakers and other implanted medical devices. In all such cases, you should consult your physician prior to participating.
- Come sober and well rested. The experience requires an unimpaired sense of motion, awareness and balance. You have a higher risk of injury or other adverse effect if you are impaired, hungover, injured, stressed or tired. If you are under the influence of alcohol or drugs, you will not be permitted to participate and will not receive a refund.
- You should immediately stop playing and inform the staff if you have any medical symptoms before or during ARENA, for example, overexertion, fatigue, dizziness, disorientation, nausea, shortness of breath, chest pain, or any other pain or discomfort.
- Symptoms of participating in virtual reality can arise or persist after the session is over. These include, in addition to the symptoms listed above, a decreased ability to multi-task, impaired balance, impaired hand-eye coordination and motion sickness, all of which may lead to an increased risk of accident or injury when engaging in normal activities in the real world after leaving the game space.
- Children under 10 years old may not participate in ARENA.

**Release of Liability.** I release and discharge Family Entertainment Group, LLC (“FEG”) (the operator of ARENA), Kalahari Development, LLC (the owner of the ARENA game space), and their respective owners, managers, directors, officers, employees, agents, representatives, affiliates, successors and assigns (collectively, the “Released Parties”), for any physical or emotional injury, paralysis, illness, permanent disability or death, to myself, any damage to or loss of property, and any loss, damages or expenses that I may incur, relating to ARENA or my presence in and around the game space, due to any cause, including without limitation the negligent acts or omissions of the Released Parties or any third party, to the greatest extent permissible by law.

\_\_\_\_\_ Initials / check box online

**Release of Liability for Minors.** For my minor children with a ticket for ARENA, I agree on my child’s behalf to release and discharge the Released Parties, for any physical or emotional injury, paralysis, illness, permanent disability or death, to my child, any damage to or loss of my child’s property, and any loss, damages or expenses that my child may incur, relating to ARENA or my child’s presence in and around the game space, due to any cause, including without limitation the negligent acts or omissions of the Released Parties or any third party, to the greatest extent permissible by law.

\_\_\_\_\_ Initials / check box online

**Waiver of Claims.** I waive any and all claims that I may have now or in the future against the Released Parties, for any physical or emotional injury, paralysis, illness, permanent disability or death, to myself, any damage to or loss of my property, and any loss, damages or expenses that I may incur, relating to ARENA or my presence in and around the game space, due to any cause, including without limitation claims arising from or relating to the negligent acts or omissions of the Released Parties or any third party, to the greatest extent permissible by law.

\_\_\_\_\_ Initials / check box online

**Waiver of Claims for Minors.** For my minor children with a ticket for ARENA, I agree on my child's behalf to waive any and all claims that my child may have now or in the future against the Released Parties, for any physical or emotional injury, paralysis, illness, permanent disability or death, to my child, any damage to or loss of my child's property, and any loss, damages or expenses that my child may incur, relating to ARENA or my child's presence in and around the game space, due to any cause, including without limitation claims arising from or relating to the negligent acts or omissions of the Released Parties or any third party, to the greatest extent permissible by law.

\_\_\_\_\_ Initials / check box online

**Assumption of Risk.** I acknowledge that ARENA involves known and unanticipated risks that could result in physical or emotional injury, paralysis, illness, permanent disability or death, to myself or my minor child, or damage to our property. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of ARENA. In addition to the health and injury risks and symptoms described above, there are other risks. I could lose my balance or slip and fall, and any injury could be made more serious by the equipment. I may be injured walking into a wall or another participant. While the system has in-game safety mechanisms to minimize the chance of this happening, the safety mechanisms may not work. FEG's onsite personnel seek to create a safe environment but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions. They may be negligent in monitoring and supervising the use of the equipment, or in maintaining the equipment or the premises. The equipment or system might malfunction. Further, it is up to all participants to follow instructions at all times. I understand that regardless of notifying FEG of a health condition or injury, I am solely responsible for the decision that my physical and mental health and fitness, and that of my minor child, is sufficient to safely participate in ARENA.

I, on behalf of myself and my minor child, voluntarily accept and assume all of the risks of ARENA, including physical or emotional injury, paralysis, illness, permanent disability or death, damage to or loss of property, relating to ARENA or my child's presence in and around the game space, even if caused by the negligent acts or omissions of the Released Parties or any third party. I voluntarily elect to participate in ARENA despite the risks.

\_\_\_\_\_ Initials / check box online

**Medical Treatment and Costs.** In the event of injury or illness involving myself or my children, I authorize FEG to take all actions it deems reasonably appropriate, including administration of emergency medical treatment and ambulance transport. I agree to pay and be solely responsible for all medical costs through personal health insurance or other means, and the Released Parties shall have no responsibility for such medical costs.

**Damage to Equipment or Property.** I agree to be solely responsible for any damage caused by me or my minor child to the virtual reality equipment or property of the Released Parties in or around the game space, and to reimburse or indemnify the Released Parties for all related costs.

**Photos and Video Streaming.** I agree that FEG may take photos and live stream videos of me and my children while at ARENA, both from a first person perspective (what I am seeing as I participate in ARENA) and third person perspective (how others see me). FEG may display the photos and live stream the video near the game space and at other places in the resort. I waive any right to privacy associated with such use, waive any rights to inspect and approve any potential use, and agree that I am granting these rights without compensation of any kind.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT.** I agree, on behalf of myself and my minor child, to release the Released Parties from liability and waive claims against the Released Parties to the fullest extent permissible by law, even for claims arising from their negligence or the negligence of third parties. The only claims I do not release and waive are claims resulting from the gross negligence or intentional misconduct of the Released Parties.

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_