

WAIVER AND RELEASE OF LIABILITY
FARMINGTON LIBRARIES

VIRTUAL REALITY WAIVER & RELEASE OF LIABILITY FORM - READ CAREFULLY
USE OF VIRTUAL REALITY EQUIPMENT INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS
OF THIS AGREEMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BY
AGREEING TO THE TERMS LAID OUT IN THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE AND/OR MAKE A CLAIM FOR NEGLIGENCE, NUISANCE OR PERSONAL
INJURY RESULTING THEREFROM.

1. I or a child to whom I am parent or guardian wish to participate in the virtual reality (VR) experience offered at the Farmington Libraries, Farmington, CT, using the Oculus Rift and Touch Equipment. I understand that this technology may involve certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used, possible negative reactions to virtual reality including, but not limited to, feelings of nausea, dizziness, seizures, disorientation. I further acknowledge that since virtual reality is a new technology, there may be unknown and non-obvious risks associated with this technology.
2. I acknowledge these risks and assume responsibility in consideration for my permitted participation in the VR experience. I hereby release, hold harmless any employee or authorized volunteer of the Farmington Libraries involved in the facilitation of the equipment and experience (hereafter referred to as 'facilitators') and indemnify them, the Farmington Village Green and Library Association, and its officers against any and all claims including but not limited to negligence, nuisance, etc., actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from my VR participation including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. Additionally, this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify that I, or the minor participant for whom I am legally responsible, am/is in good health and do/does not suffer from a heart condition, contagious dermatological condition, or other ailment which could be exacerbated by participation in the VR experience or pose a risk to other participants.
3. As further consideration for said participation I grant full permission for the Farmington Libraries to use my name, likeness voice, photographs or other media including quotations from me in accounts, reports or promotions related to the Farmington Libraries.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY MY USE OF VR
TECHNOLOGY, I AM INDICATING MY ACCEPTANCE TO THE TERMS OF THIS AGREEMENT.

PRINTED NAME OF PARTICIPANT _____ DATE ____ _

SIGNATURE OF PARTICIPANT OR LEGAL GUARDIAN _____