

VIRTUAL REALITY WAIVER & RELEASE OF LIABILITY FORM - READ CAREFULLY

September 4th, 6th, and 9th, 2019

BY PARTICIPATING IN A VIRTUAL REALITY (VR) EXPERIMENT HOSTED BY JAY BYAM FOR THE PURPOSES OF GRADUATE RESEARCH, YOU ARE INDICATING 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.

1.) I wish to participate in an event hosted by Jay Byam (CS graduate) where I will have the opportunity to participate in a VR experiment. I recognize and understand that trying out a VR experience involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the experience, possible negative reactions to virtual reality including but not limited to feelings of nausea, dizziness, and disorientation, and possible transmission of contagious conditions due to use of the equipment used in the experiences. I further understand and acknowledge that since virtual reality is a new technology, there may be unknown and non-obvious risks associated with the technology experience.

2.) Despite these and other risks, and fully understanding such risks, I wish to attend the event and try out a VR experience and hereby assume the risks associated with the experiences. I also hereby hold harmless Jay Byam, the University of Alaska Fairbanks Computer Science Department, the University of Alaska, and individuals assisting with the experience, and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from my attending the event and trying out various technology experiences, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. I hereby release Jay Byam, the University of Alaska Fairbanks Computer Science Department, the University of Alaska, and individuals assisting with the experience from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to Jay Byam, the University of Alaska Fairbanks Computer Science Department, the University of Alaska, and individuals assisting with the experience that I am in good health and do not suffer from a heart condition, contagious dermatological condition, or other ailment which could be exacerbated by participation in the technology experiences, or pose a risk to other attendees of the event, I further certify that I am 18 years of age or older.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of attending the event and the opportunity to try out a VR experience, I hereby agree as follows

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against to Jay Byam, the University of Alaska Fairbanks Computer Science Department, the University of Alaska, and individuals assisting with the experience (all of whom are hereinafter collectively referred to as "the Releasees");

2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in the event and the various technology experiences, due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the event and the various technology experiences; and

4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY ATTENDING THE EVENT AND / OR TRYING OUT THE VR EXPERIENCE, I AM INDICATING MY ACCEPTANCE TO THE TERMS OF THIS AGREEMENT AND I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I AGREE TO FOLLOW THE RULES LAID OUT BY JAY BYAM AND I AGREE TO PAY FOR ANY DAMAGES INCURRED THROUGH NON-COMPLIANCE OF THOSE RULES BY MYSELF.