

A.K. Smiley Public Library – Oculus Virtual Reality

Waiver and Release of Liability

What to Expect in the Oculus Virtual Reality Experience: The Oculus Quest 2 VR (OVR) equipment is a virtual reality headset that presents an experience meant to simulate reality which may include experiences that may be frightening, thrilling and/or entertaining (the “Included Activities”). I understand that virtual reality experiences like the Included Activities are highly immersive and can feel extremely realistic at times. I affirm that my participation and, if applicable, the participation of my dependent child(ren) (individually and collectively, the “Child”), is fully voluntary and that neither I nor the Child has any known physical, mental or health-related conditions or problems that would preclude or restrict my or the Child’s participation in the Included Activities.

Health Notice/Affirmation: Due to the unpredictable nature of the human response to virtual reality, I am aware that some people may experience conditions, including but not limited to, dizziness, nausea, seizures, disorientation, vertigo, motion sickness, fear of heights, bumping into objects, headaches, anxiety, general discomfort or other physical or mental or health-related injuries when experiencing virtual reality. A description of the health and safety risks associated with the use of OVR equipment is available here: <https://store.facebook.com/legal/quest/health-and-safety-warnings/>. Please stop use of the OVR equipment if you feel any discomfort whatsoever.

It is important to note that the manufacturer of the OVR equipment does NOT recommend that children under the age of 13 use OVR equipment, and the A.K. Smiley Public Library observes this recommendation.

Waiver and Release of Liability: All participants wishing to use the OVR equipment are required to sign this Waiver and Release of Liability (“Waiver and Release”) which releases the City of Redlands and the A.K. Smiley Public Library from any liability regarding your Child’s use of the OVR equipment.

In consideration for being permitted to participate in the Included Activities provided by the City of Redlands and the A.K. Smiley Public Library, I hereby, for myself, the Child, my heirs, executors, administrators, successors, assigns or personal representatives, release and forever discharge the City of Redlands, the A.K. Smiley Public Library and their respective officers, officials, employees, agents and volunteers and their successors and assigns (the “Released Parties”) from and against any and all losses, damages, injuries (including death) or other liability financial or otherwise that may arise from my or the Child’s participation in the Included Activities.

I acknowledge that the Child or I may subsequently learn of claims, risks or facts of which I/we are not currently aware. It remains my intention, on behalf of myself and the Child, to grant the City of Redlands and the A.K. Smiley Public Library and the Released Parties a full and final release of all claims whether known or unknown. I am aware of Section 1542 of the Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH DEBTOR.

Being aware of this code section, I expressly waive any rights that the Child or I may have based upon it, as well as under any other statutes or common law principles of similar effect. Neither I nor the Child will pursue legal or other action against any of the Released Parties for any losses, damages, injuries (including death) or other liability real or perceived arising from the Child's or my participation in the Included Activities.

I understand that this Waiver and Release contains the entire agreement between the parties and that this Waiver and Release cannot be modified orally. If any provision of this Waiver and Release shall be deemed to be invalid, or if any term, condition or phrase of this Waiver and Release shall be determined to be unlawful or otherwise unenforceable, the remainder of this Waiver and Release shall remain in full force and effect.

BY ACKNOWLEDGING AND ACCEPTING THIS LIABILITY WAIVER AND RELEASE, I AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY ACKNOWLEDGING AND ACCEPTING THIS WAIVER AND RELEASE ON MY BEHALF AND ON BEHALF OF THE CHILD, IF APPLICABLE. I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM ACKNOWLEDGING AND ACCEPTING IT OF MY OWN FREE WILL.

I understand that I must sign this Waiver and Release in person at the A.K. Smiley Public Library before I, or the Child I am giving permission for, may use the OVR equipment.

Participant's First and Last Name: _____

Participant's Age: _____ Date: _____

Parent/Legal Guardian's full name (please print): _____

Signature (must be signed by parent/legal guardian if participant is under 18):

Phone number (of parent/legal guardian if participant is under 18): _____