

Virtual Reality Waiver and Release of Liability – Minors

Please read carefully. Use of virtual reality (VR) equipment at the Jacksonville Public Library indicates your acceptance of the terms and conditions of this agreement. By agreeing to the terms laid out in this document you will waive certain legal rights, including the right to sue.

Virtual Reality is not recommended by the manufacturer of Oculus Rift for children under the age of 13 and the Jacksonville Public Library observes these recommendations. Minors under the age of 18 will NOT be allowed to use VR equipment without a parent or guardian signature.

I _____ (parent or legal guardian print name), as parent or legal guardian of the minor identified below, and on behalf of the minor participant, my assignees, executors, administrators, heirs and successors, do hereby agree to release, hold harmless, forever discharge, and not to sue the Jacksonville Public Library and the City of Jacksonville as well as their respective officers, agents, and employees for any liability that I may have and/or that the minor participant might have for any claims, demands, causes of actions, judgments (including costs and expenses) or liability arising directly or indirectly, or any way connected to, property damage, losses or bodily injury as result of the minor participant's voluntary participation in using the Oculus Rift and Touch equipment and participating in the VR experiences at City of Jacksonville/ Jacksonville Public Library.

I fully understand and acknowledge that by executing this release I, together with the minor participant, as well as our assignees, executors, administrators, heirs and successors, forever discharge any claims for liability or negligence against the Jacksonville Public Library and the City of Jacksonville, as well as their respective officers, agents and employees, for property damage, losses or bodily injury arising directly or indirectly, or any way connected to the minor participant's voluntary participation in using the Oculus Rift and Touch equipment and participating in the VR experiences at the City of Jacksonville/Jacksonville Public Library.in the Event and all such claims will be forever barred.

I, the undersigned, do hereby acknowledge and understand that there are risks inherent in the minor's participation in using the Oculus Rift and Touch equipment and participating in the VR experiences, and I assume all risks inherent therein and I agree to accept all responsibility for any injuries sustained by the minor as a result of his/her participation. 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, possible transmission of contagious conditions. I further understand and acknowledge that since VR is a new technology, there may be unknown and non-obvious risks associated with the technology experiences.

I further acknowledge and understand that the minor participant's participation in using the Oculus Rift and Touch equipment and participating in the VR experiences is entirely voluntary and not something he/she is required to do.

I have fully read and understand the aforementioned release of liability and agree to its terms. I am aware that by participating in using the Oculus Rift and Touch equipment and participating in

the VR experiences, 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 may have against the releases. All terms of this agreement are contained herein and there are no other terms to this agreement.

Print Minor Participant's Name

Parent or Legal Guardian's Name (Printed)

Parent or Legal Guardian's Signature

Date

Library card number