

**PLEASE READ CAREFULLY: Waiver and Release of Liability**  
Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement  
**By signing this document, you will waive certain legal rights, including the right to sue.**

**TO:** HFFC LLC, a New Mexico Limited Liability Company, its agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HFFC"): This Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement (the "Agreement"), together with any documents referred to herein, governs the User's (described below) use of the HFFC virtual reality equipment with various virtual reality content and/or software (the "Services"), at HFFC locations (the "Premises"). In consideration of HFFC allowing the User to use the Services, the User agrees as follows on behalf of themselves, their spouse, children, parents, heirs, assigns, personal representatives and estate:

1. By using the Services, I, for myself and/or my child/ward (hereinafter referred to collectively as "I" and/or "my") confirm that I accept the terms of this Agreement and that I agree to abide by them. The words "I" and "me" in this Agreement refers to the User. Should I access the Services on the behalf of another legal entity, I hereby warrant that I have the authority, actual or implied, to bind that entity to the Agreement. In using the Services, I represent and warrant that I have the capacity to enter into a legal agreement in the State of New Mexico. If I do not have the capacity to enter into a legal agreement in the State of New Mexico, I may not use the Services unless a parent or legal guardian agrees and consents to this Agreement on my behalf. By permitting a person who lacks capacity to utilize the Services, the parent or legal guardian is hereby bound by this Agreement.
2. If I do not agree to the terms of this Agreement I understand that I must promptly discontinue my access to and use of the Services. Any continued use of the Services will be considered as consent and acceptance of the terms of this Agreement the User, including their parent or legal guardian.
3. I acknowledge that my use of HFFC virtual reality equipment entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: seizures, loss of awareness, eye strain, eye or muscle twitching, involuntary movements, altered, blurred, or double vision or other visual abnormalities, dizziness, disorientation, impaired balance, impaired hand-eye coordination, excessive sweating, increased salivation, nausea, light-headedness, discomfort or pain in the head or eyes, drowsiness, decreased ability to multi-task, fatigue, or any symptoms similar to motion sickness, all of which can persist and become more apparent hours after use and which may lead to an increased risk of injury when engaging in normal activities in the real world after leaving the Premises. HFFC employees have difficult jobs to perform. They 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 and the equipment being used might malfunction. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
4. If I am injured, I acknowledge that I may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent/affirm that I have adequate insurance to provide coverage for such medical expenses. I understand and agree that HFFC will not pay for any cost or expenses incurred by me if I am injured.
5. UNDER NO CIRCUMSTANCES WILL HFFC, ITS REPRESENTATIVES, AFFILIATES, SUPPLIERS, OR OTHER THIRD PARTIES WITH WHICH HFFC DOES BUSINESS ("BUSINESS PARTNERS"), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE USE OF THE SERVICES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS OF PROFIT, EARNINGS, ANTICIPATED EARNINGS, INTERRUPTION OR LOSS OF BUSINESS, OR ANY CONSEQUENTIAL LOSSES, PROBLEMS, OR FAULT HOWSOEVER ARISING OUT OF THE USE OF THE SERVICES. I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS HFFC AND TO WAIVE ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST HFFC, AND TO RELEASE HFFC FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY INCLUDING DEATH THAT I MAY SUFFER OR THAT MY FAMILY, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND ESTATE MAY SUFFER AS A RESULT OF MY ATTENDANCE AT THE PREMISES AND MY USE OF THE SERVICES DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c. O. 2 ON THE PART OF HFFC AND FURTHER INCLUDING THE FAILURE ON THE PART OF HFFC TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF HFFC VIRTUAL REALITY EQUIPMENT AND VARIOUS VIRTUAL REALITY CONTENT AND/OR SOFTWARE (HEREINAFTER REFERRED TO AS "CLAIMS"). WITHOUT LIMITING THE FOREGOING, THE LIMIT ON HFFC'S (INCLUDING ITS BUSINESS PARTNERS) TOTAL CUMULATIVE LIABILITY TO THE USER OR ANY PERSON FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICES WILL BE LIMITED TO A MAXIMUM OF \$10.00 US DOLLARS.
6. I agree to hold harmless and indemnify HFFC from any and all liability for any property damage or personal injury to any third party resulting from my use of HFFC virtual reality equipment. I also agree to indemnify and fully compensate HFFC for any property damage I cause to HFFC property, including but not limited to HFFC virtual reality equipment, resulting from my use of HFFC virtual reality equipment. Furthermore, should HFFC or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold HFFC harmless from all such fees and costs.
7. I acknowledge that I have read, viewed or heard the rules governing my participation /ward's participation in any activity at HFFC (the "HFFC Rules"). I certify that I understand and have explained the HFFC Rules to my child/ward. I understand that HFFC Rules have been implemented for the safety of all participants at HFFC, including myself /ward. I acknowledge that failure to follow the rules could result in the expulsion of myself /ward from HFFC.
8. Full payment of all applicable fees is required by the User in advance of use of the Services.
9. This Agreement serves as the complete and exclusive agreement between myself and or my child/ward and HFFC. This Agreement supersedes and replaces any and all previous discussions, negotiations, understandings and agreements, written or oral, regarding any or all of the subject matter herein. No term of this Agreement will be deemed waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in writing, signed by the party waiving enforcement. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this agreement, I on behalf of myself /ward hereby waive any right I may have to a trial and agree that such dispute shall be brought within one (1) year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered pursuant to the Arbitration Act. I further agree that the arbitration will take place solely in the State of New Mexico and that the substantive law of New Mexico shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself /ward file or otherwise initiate a lawsuit against HFFC, in addition to my agreement to defend and indemnify HFFC, I agree: (i) that any litigation involving the parties to this agreement shall be brought solely within the State of New Mexico and shall be governed by the laws of New Mexico, and (ii) to pay HFFC within 60 days of initiating or filing a lawsuit against HFFC liquidated damages in the amount of \$5000 plus 12% interest per annum if payment is not made on time. HFFC may assign this Agreement, in whole or in part, without notice to myself /ward at any time. My rights and/or those of my child/ward under these Terms of Use are in no way transferable, in whole or in part, without our prior written consent.
10. I further grant HFFC the right to photograph, videotape and/or record myself /ward and to use my or my child/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation, limitation or compensation.
11. Contact details for HFFC can be found on HFFC's Website under the "Contact" heading. All notices regarding this Agreement and the Services will be provided in writing by e-mail or by post using the contact information provided by me upon registration. Notice will be deemed given one (1) business day after an acknowledgement e-mail transmission from HFFC is sent to me, or two (2) business days after the date of posting.
12. HFFC offers a variety of software titles with a range of genres and ratings. HFFC staff can provide helpful recommendations regarding content, but it is the sole responsibility of the parent/guardian of any patron under the age of eighteen (18) to ensure that the content selected by them is deemed appropriate.
13. I have had sufficient opportunity to read this Agreement and the HFFC Rules and have read and understood and agree to be bound by their terms. I have also watched the HFFC tutorial video in its entirety and accept that my User experience involving the HFFC virtual reality equipment is dependent on my /ward's own ability to follow the instructions in the said video. **ONLY ONE PARTICIPANT IS ALLOWED PER AGREEMENT.**

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING BELOW AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE HINKLE FAMILY FUN CENTER FROM ANY AND ALL LIABILITY AS OUTLINED THEREIN.

\_\_\_\_\_  
User Signature (or parent/legal guardian if User under 18 years of age)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Printed Name of User (or parent/legal guardian if User under 18 years of age)

\_\_\_\_\_  
Address/City/State/Zip

\_\_\_\_\_  
Printed Name of User if under 18 years of age

\_\_\_\_\_  
and Date of Birth

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Alternate Phone Number

\_\_\_\_\_  
DATE ISSUED