

# Liability Waiver

## Terms and Conditions

1. Real VR Ltd (trading as MeetspaceVR (Co Reg: 11168601), as the supplier of virtual reality simulation services, sells all tickets and supplies all virtual reality simulation services and facilities to you (the customer) including, but not limited to gaming, simulation walk throughs, training exercises, use of motion capture and tracking technology, use of wearable computing technology, use of wireless controllers, use of haptic feedback technology, use of head mounted virtual reality displays, use of free roam untethered virtual reality simulation technology and equipment, recreation and waiting areas, equipment rental and maintenance, use of tracking spaces and the presence of people and objects therein, the surrounding areas and any other associated activities, hereby known as the simulation activities in the Zero Latency PTY LTD venue subject to the following conditions:

1.1. By purchasing a ticket for or by using any of the facilities at any Zero Latency PTY LTD venue, the customer agrees to be bound by these conditions.

1.2. Zero Latency PTY LTD, its employees, directors and agents are not liable to the customer, your dependants or legal representatives for personal injury or death suffered by the customer because the simulation activities were not supplied with due care and skill or were not reasonably fit for their purpose or because of the negligence, breach of contract, statute or statutory duty by Zero Latency PTY LTD.

Persons entering onto Zero Latency Pty Ltd premises and/or participating in their virtual reality simulation services, agree to indemnify Zero Latency Pty Ltd, its employees, directors and agents against any loss or liability, cost, expense or damages arising from, or in relation to the entry by said person(s) to Zero Latency Pty Ltd premises. Zero Latency Pty Ltd, its employees, directors and agents are not liable, nor do they accept any responsibility for any loss or damage whatsoever to any person or property or the death of or injury suffered to any person entering the premises, because the simulation activities were not supplied with due care and skill or were not reasonably fit for their purpose or because of the negligence, breach of contract, statute or statutory duty by Zero Latency Pty Ltd.

1.3. The customer acknowledges that the simulation activities are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and the customer assumes and accepts all such risks and hereby waives the right to sue Zero Latency PTY LTD for any personal injury or death in any way whatsoever caused by or relating to the customer's participation in such activities.

1.4. RISK WARNING: The use of tracking spaces, head mounted virtual reality displays, free roam untethered virtual reality simulation technology and equipment or any other equipment and technology at any Zero Latency PTY LTD venue involves a significant risk of Customers suffering personal injury including the possibility of serious injuries, permanent disability or death. All Customers who engage in such simulation activities do so at their own risk.

1.5. WARNING UNDER THE CONSUMER LAW AND FAIR TRADING ACT 2012: Under Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier. Consumer Law & Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Consumer Law & Fair Trading

Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form (paragraphs 1.2 and 1.3).

1.6. NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Consumer Law & Fair Trading Act 2012 and section 23(3)(b) of the Consumer Law & Fair Trading Act 2012.

1.7. The customer agrees to pay the cost of and authorises Zero Latency PTY LTD to take all steps it considers reasonably necessary to protect his/her welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.

1.8. If the person playing is less than 18 years of age, this waiver must be co-signed by a parent or guardian. Customers of 10-13 years of age or must be accompanied by a parent or guardian or designated responsible adult over 18 to use the facilities at any Zero Latency Pty Ltd venue. Customers between the age of 14-17 years do not require parental or guardian supervision but they still must have a signed liability waiver to use the facilities at any Zero Latency Pty Ltd venue. In all circumstances listed above, the parent or guardian agrees to be bound by the conditions in the liability waiver on behalf of the minor.

1.9. Customers agree they are in good health and free from any adverse medical conditions. For safety reasons, pregnant women, customers with pre-existing health issues or wearing casts are not permitted to use tracking spaces, head mounted virtual reality displays, free roam untethered virtual reality simulation technology and equipment or any other equipment. If in doubt, please seek medical advice.

1.10. While in any Zero Latency PTY LTD venue you consent to images and video being taken for security or promotional purposes of yourself, your children or of children for whom you are responsible.

1.11. The customer and all Customers must comply with all signs or other directions of Zero Latency PTY LTD and it may suspend or cancel the customer's and a participant's access to simulation activities at any Zero Latency PTY LTD venue in its absolute discretion for non-compliance with these conditions, or for reckless or careless conduct.

1.12. If you purchase a ticket for the use of the tracking spaces, head mounted virtual reality displays, free roam untethered virtual reality simulation technology and equipment or any other equipment or facilities at any Zero Latency PTY LTD venue on behalf of another person, you and that other person both agree that you make that purchase as the authorised agent of that other person so that he/she will be bound by these conditions.

Signed by:  
Parent or Guardian

Date: