

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT I, the undersigned, hereby acknowledge that I have voluntarily chosen to play and/or ride the "VIRTUAL REALITY RACING, VIRTUAL REALITY ROOM SCALE ACTIVITIES, ARCADE GAMES, ARCADE GAMES AND ALL OTHER AMUSEMENT RIDES (the "Attractions") located at KaboomVR Denver, CO. I know and fully understand that participating in any of these activities, arcade games and amusement rides is a dangerous and involves risks where serious accidents can occur. Understand that the participants are using electrical apparatuses and the potential for personal error creates an unknown condition whereby a participant may encounter unanticipated hazards and risks that can result in illness, injury, tripping and or property damage, whether obvious or not, and can be intensified by the unavailability of immediate medical attention in case of injury. I acknowledge that the basic operation of the KaboomVR, VIRTUAL REALITY RACING, VIRTUAL REALITY ROOM SCALE ACTIVITIES, ARCADE GAMES, ARCADE GAMES AND ALL OTHER AMUSEMENT RIDES has been explained. I represent that I (or any person on whose behalf I am signing) am physically and mentally fit to participate in these activities, and that the participant has no current or past medical condition, (i.e. heart conditions, back problems, pregnancy, subject to seizures, paralysis, restrictive use of arms or legs, etc.) I agree that participant has read and fully understands the Important Ride Notice & Rules and hereby agrees to follow all rules, regulations and instructions and to act at all times in a civilized and ruly manner. In consideration for Better Virtual World, LLC allowing me to participate in activities, I represent and promise that I (or any person on whose behalf I am signing), my personal representatives, heirs, next of kin, spouse, and members of my family, assigns voluntarily and expressly agree to release, discharge, covenant not to sue and hold harmless Better Virtual World, LLC, dba KaboomVR, The City of Denver, The State of Colorado and all owners, officers, directors, members, agents, and employees of the above named parties and affiliates from any and all legal liability, property damage or medical expenses resulting from my participation in these activities and personally assume all risk including but not limited to negligence, strict liability, breach of contract, or any other act or omissions or any other participants including myself or from any other cause. I fully recognize and understand if I (or any minor on whose behalf I am signing this release) am hurt, or my property is damaged, I am giving up my (our) right to make a claim or file a lawsuit against all parties and affiliates named herein, even if they negligently or by some other act or omission caused the injury or damage. As a parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in these activities and I sign this release on their behalf. In addition, I give Better Virtual World, LLC, its agents, employees and associates permission to treat said minor in cases of illness, injury, emergency, or accident. Should emergency or medical services become necessary the expenses are the sole responsibility of the participant and not that of any other party or affiliate named herein. I have read this document, and understand that this is a full and complete release of all claims for all liability. I understand that I am assuming all risks inherent in riding or participating in the VIRTUAL REALITY RACING, VIRTUAL REALITY ROOM SCALE ACTIVITIES, ARCADE GAMES, ARCADE GAMES AND ALL OTHER AMUSEMENT RIDES. I voluntarily sign my name as evidence of my acceptance of the above provisions and agree to be bound by the terms of this agreement. I understand and agree that this Release of Liability covers each and every activity

and event in which I participate hereafter. I acknowledge that KaboomVR could use my e-mail address for marketing purposes and will not share this information with any other entity. I also understand that by signing bellow, my photo or likeness may be used for the purpose of advertising the facility.

I also understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. I further understand that COVID-19 is extremely contagious and is believed to spread by person-to-person contact; and, as a result, federal and state health agencies recommend social distancing. I recognize that KaboomVR and all the staff at KaboomVR are closely monitoring this situation and have put in place reasonable preventative measures aimed to reduce the spread of COVID-19. However, given the nature of the virus, I understand there is an inherent risk of becoming infected with COVID-19 by virtue of proceeding to participate in activities. I hereby acknowledge and assume the risk of becoming infected with COVID-19 through participation. I understand that, even if I have been tested for COVID and received a negative test result, the tests in some cases may fail to detect the virus or I may have contracted COVID after the test. I understand that possible exposure to COVID-19 before/during/after my activities may result in the following: a positive COVID-19 diagnosis, extended quarantine/self-isolation, additional tests, hospitalization that may require medical therapy, Intensive Care treatment, possible need for intubation/ventilator support, short-term or long-term intubation, other potential complications, and the risk of death. I understand that COVID-19 may cause additional risks, some or many of which may not currently be known at this time, in addition to the risks described herein, as well as those risks for the activities itself. I understand all the potential risks, including but not limited to the potential short-term and long-term complications related to COVID-19, and I would like to proceed with my activities. **If you elect to attend KaboomVR, agree to the terms and services and submit the liability form.**