

## 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.

#### PLEASE READ CAREFULLY!

TO: Coskey Entertainment, LLC, dba Putters Wild, a corporation incorporated under the laws of Alaska, 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 "Company"): 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 Company virtual reality equipment with various virtual reality content and/or software (the "Services"), at Company locations (the "Premises"). IN CONSIDERATION OF Company 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 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 Alaska. If I do not have the capacity to enter into a legal agreement in the State of Alaska, 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 or their parent or legal guardian.
3. I acknowledge that my use of Company 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. Company 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 of 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 and/or my child/ward are injured, I acknowledge that I and/or my child/ward 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 Company will not pay for any cost or expenses incurred by me if I and/or my child/ward are injured.

5. UNDER NO CIRCUMSTANCES WILL COMPANY,, ITS REPRESENTATIVES, AFFILIATES, SUPPLIERS, OR OTHER THIRD PARTIES WITH WHICH COMPANY 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 COMPANY AND TO WAIVE ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST COMPANY, AND TO RELEASE COMPANY 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 COMPANY AND FURTHER INCLUDING THE FAILURE ON THE PART OF COMPANY TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF COMPANY’S VIRTUAL REALITY EQUIPMENT AND VARIOUS VIRTUAL REALITY CONTENT AND/OR SOFTWARE (HEREINAFTER REFERRED TO AS “CLAIMS”). WITHOUT LIMITING THE FOREGOING, THE LIMIT ON COMPANY’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 Company from any and all liability for any property damage or personal injury to any third party resulting from my use of Company virtual reality equipment. I also agree to indemnify and fully compensate Company for any property damage I cause to Company property, including but not limited to Company virtual reality equipment, resulting from my use of Company virtual reality equipment. Furthermore, should Company or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold Company harmless from all such fees and costs.

7. I acknowledge that I have read, viewed or heard the rules governing my participation and/or my child/ward’s participation in any activity at Company (the “Company Rules”). I certify that I understand and have explained the Company Rules to my child/ward. I understand that Company Rules have been implemented for the safety of all participants at Company, including myself and/or my child/ward. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child/ward from Company.

8. Full payment of all applicable fees is required by the User in advance of use of the Services. A full refund will be issued for all reservations cancelled at least forty-eight (48) hours in advance of a scheduled booking. Users who cancel their reservation between forty-eight (48) hours and twenty-four (24) hours in advance of a scheduled booking will be entitled to a full refund less a cancellation fee of 50%. Users who cancel their reservation less than twenty-four (24) hours in advance of a scheduled booking will forfeit all fees paid and shall not be entitled to a refund.

9. This Agreement serves as the complete and exclusive agreement between me and Company. 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 and/or my child/ward hereby waive any right I and/or my child/ward 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 Alaska and that the substantive law of Alaska shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child/ward file or otherwise initiate a lawsuit against Company, in addition to my agreement to defend and indemnify Company, I agree: (i) that any litigation involving the parties to this agreement shall be brought solely within the State of Alaska and shall be governed by the laws of Alaska, and (ii) to pay Company within 60 days of initiating or filing a lawsuit against Company liquidated damages in the amount of \$5000 plus 12% interest per annum if payment is not made on time. Company may assign this Agreement, in whole or in part, without notice to me at any time. Your rights under these Terms of Use are in no way transferable, in whole or in part, without our prior written consent.

10. I further grant Company the right to photograph, videotape and/or record me and/or my child/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 Company can be found on Company's Website under the "Contact" heading. All notices regarding this Agreement and the Services will be provided in writing to 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 e-mail transmission from Company to me, or two (2) business days after the date of posting.

12. Company offers a variety of software titles with a range of genres and ratings. Company 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 Company Rules and have read and understood and agree to be bound by their terms. I have also watched the Company tutorial video in its entirety and accept that my User experience involving the

Company virtual reality equipment is dependent on my own ability to follow the instructions in the said video.

ONLY ONE PARTICIPANT IS ALLOWED PER AGREEMENT.