



CONSENT AND RELEASE FORM

Student Name: _____
Address: _____

Email: _____
Phone #: _____

Date of Birth: _____
Grade: _____
*School: _____
*Please print homeschool if that applies to you
Date (s):: _____ Subject(s) _____
**Session: _____
** Type: "DEMO" "TRIAL CLASS" "CLASS" "LAB ONLY"
Plus the date or dates of the session

I am the Student identified above. I have signed up for a session of one or more educational classes, summer classes or demo from Learnroll Immerse in the subject(s) listed above. One component of the classes will be the use of various 3D, VR (virtual-reality), and AR (Augmented reality) using goggles, HMD ("Head Mounted Devices"), and device accessories like gesture control devices (together, the "Equipment") through which I will view and experience virtually enhanced footage while being exposed to experiential elements such as sounds, all of which is denied to help me visualize certain educational concepts in three dimensions (the "Experience").

Before the beginning of the first class in my session, I will carefully review this document and, if the document is acceptable to me, sign at the bottom where indicated. If I am under 18 years old, my parent or legal guardian must also carefully review this document and, if the document is acceptable to him or her, sign at the bottom where indicated.

1. **Option to Participate in the Experience:** The educational services provided by Learnroll Immerse can be provided with or without the Experience. I understand that the Experience is entirely optional, and that I should feel free not to participate in the Experience if it is not appropriate for me, or if I simply do not want to participate in it.

2. **Refund.** I understand that I am entitled to a 15-minute trial before paying for a session of classes. I further understand that I can cancel a session of classes and receive a full refund at any time before the second class of the session begins.

3. **User Account:** I understand that my participation in the Experience will occur using accounts registered to Learnroll Immerse. I will not use equipment owned by Learnroll Immerse to access accounts registered to any other person or entity.

4. **Care Using Equipment / Food and Drink.** The Equipment used in the Experience is both fragile and expensive. I will use the Equipment carefully, and I will follow all instructions provided by Learnroll Immerse staff. I understand that food or liquids could cause damage to the Equipment, so I will refrain from eating or drinking while participating in the Experience. I have reviewed the manufacturer's terms of use for the Equipment that will be used in the session of classes for which I have registered, and I will comply with those terms of use. I agree to reimburse Learnroll Immerse for any damage caused to the Equipment if I do not comply with these instructions.

5. **Age:** The Experience is not intended for children under 13 years old. If I am 12 years old or younger, I will advise the Learnroll Immerse staff of this fact.

6. **Fitness:** I am in good physical and emotional health. I am not on any medication or taking any drugs that would impair, weaken, enhance, or otherwise impact my mental or physical ability to participate in the Experience.

7. **Preexisting Conditions / Pregnancy:** I understand that Learnroll Immerse recommends seeing a doctor before using the Equipment if I am pregnant, elderly, have pre-existing binocular vision abnormalities or psychiatric disorders, or suffer from a heart condition or other serious medical condition.



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8. Monitoring of Symptoms: Some people may experience symptoms of motion sickness when experiencing virtual reality, including nausea; lightheadedness; dizziness; disorientation; drowsiness; fatigue; discomfort or pain in the head, eyes, or neck; impaired balance or hand-eye coordination; eye strain; blurred or double vision; eye twitching; other visual abnormalities; involuntary movements; or other discomfort. These symptoms may arise immediately, or they may arise or become more apparent hours after the Experience.

If I am susceptible to any of these symptoms, I will advise the attendant before participating. If I experience any of these symptoms, I will stop immediately, advise the attendant, and refrain from all activities that require unimpaired balance and hand-eye coordination until I have fully recovered. In particular, I will refrain from driving a car, riding a bicycle, playing sports, operating machinery, and any other activity that is visually or physically demanding and/or that have potentially serious consequences, such as death, personal injury, or property damage. If I am under 18 years old, my parent or guardian will monitor me during and after the Experience for any of the symptoms described above. If I experience serious or persistent symptoms, I will see a doctor immediately.

9. Seizures: I understand that some people (about 1 in 4000) may have severe dizziness, seizures, epileptic seizures, or blackouts triggered by light flashes or patterns. This may occur while they are watching TV, playing video games, or experiencing virtual reality. This may occur even if they have never had a seizure or blackout before or have no history of seizures or epilepsy. Such seizures are more common in children and young people under the age of 20. If I have ever had a seizure, loss of awareness, or other symptom linked to an epileptic condition, I will advise Learnroll Immerse staff of this fact, and will refrain from participating in the Experience unless I provide written evidence that I have been cleared to do so by a doctor.

10. Alertness. A safe and comfortable virtual-reality experience requires an unimpaired sense of motion and balance. Therefore, I will not participate in the Experience when I am tired, in need of sleep, under the influence of alcohol or drugs, hung-over, having digestive problems, under emotional stress, or having anxiety, or when I am suffering from cold, flu, headaches, migraines, or earaches. I understand that all of these conditions can increase my susceptibility to adverse symptoms.

11. Radio Frequency Interference: The headset emits radio waves that can affect the operation of nearby electronics, including cardiac pacemakers. If you have a pacemaker or other implanted medical device, you should consult with your doctor and/or the manufacturer of your medical device before using the VR goggles or remaining in the room while others use the VR goggles.

12. Release and Assumption of Risk: I hereby agree that I, my assigns, heirs, next of kin, spouse, guardians, and legal representatives ("Releasing Parties") will not institute or support any claims against, sue, attach the property of, or prosecute Learnroll Immerse or anyone else associated with the Experience, including without limitation Oculus VR, Inc., HTC Corporation, and Samsung Electronics Co., Ltd., together with their respective affiliates, joint venturers, partners, contributors, licensees, successors and assigns, and the officers, directors, employees and agents of any of the above (collectively referred to as "Released Parties") on any legal theory whatsoever, including, but not limited to: (a) any claims for defamation, violation of rights of privacy and/or publicity, intentional infliction of emotional distress, copyright infringement, and/or any other tort in connection therewith; (b) claims for personal injury or disability, death or damage to property or any other violation resulting from the active or passive negligence or other acts, howsoever caused, by any of the Released Parties as a result of my participation in the Experience, (c) any claims associated with the risks enumerated in this paragraph. I hereby release the Released Parties in advance, from any and all actions, claims, liabilities, or demands that I and the Releasing Parties now have or may hereafter have for the foregoing. I and the other Releasing Parties acknowledge and agree that by reason of this Agreement, and the release contained in the preceding paragraphs, I and the other Releasing Parties are assuming any risk of unknown facts and such unknown and unsuspected claims.

13. Indemnification: I agree to indemnify the Released Parties, and each of them, and hold them harmless from any and all liability, claims and actions, including attorneys' fees, of any nature whatsoever, caused by or arising out of: (a) my statements or actions made in or in connection with my participation on the Experience;



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(b) any injuries or damages of any kind whatsoever, including, without limitation, personal injury or disability, death or property damage, that any person or other entity may sustain as a result of or incident to my participation in the Experience; (c) any claims associated with the risks enumerated in paragraph 2 above; or (d) breach of this Agreement.

Student Consent.

I have the full right and legal capacity to sign this Consent and Release. I have read this Consent and Release prior to signing it, and I understand its contents.

Signature: _____

Printed Name: _____

Date: _____

Parent / Guardian Consent.

I represent and warrant that I am the parent or legal guardian of the minor whose name appears above, that I have read and approve the foregoing, that I consent to its execution by my child/ward, and that I agree to personally undertake all obligations undertaken by my child/ward in this document. I hereby release Learnroll Immerse, together with its licensors, designees, assignees, and agents, from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the authorization and release as set forth above and shall indemnify Learnroll Immerse from any and all damages, costs and expenses incurred in the event that this Consent and Release is disaffirmed, rescinded or vacated by my child/ward.

Signature: _____

Printed Name: _____

Email Address: _____

Date: _____