

LIABILITY WAIVER

Terms and Conditions

1. Zero Latency Pty Ltd (ACN 168 651 885), 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 licensors, 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.
 - 1.3. **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. The customer acknowledges that the simulation activities are dangerous with many inherent risks and hazards and as a consequence assumes and accepts all such risks and hereby waives the right to sue Zero Latency PTY LTD and its licensors for any personal injury or death in any way whatsoever caused by or relating to the customer's participation in such activities.**
 - 1.4. **WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:** Under the Australian 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. Under section 22 of the Australian 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 Australian 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).
 - 1.5. **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 Australian Consumer Law & Fair Trading Act 2012 and section 23(3)(b) of the Australian Consumer Law & Fair Trading Act 2012.

- 1.6. 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.
- 1.7. If the person playing is less than 18 years of age, this waiver must be co-signed by a parent or guardian. Customers of 15 years of age or under must be accompanied by a parent or guardian to use the facilities at any Zero Latency PTY LTD venue in Australia. Customers between the age of 16-17 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 Australia. 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.
- 1.8. 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 such as epilepsy, heart conditions, fractured or broken limbs, severe hearing loss, or require the use of a wheelchair or other assisted mobility devices 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. Zero Latency PTY LTD can not and does not provide medical advice therefore if in doubt, please seek professional medical advice.
- 1.9. 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.
- 1.10. 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.
- 1.11. Customers must not be under the influence of drugs or alcohol as failure to comply may result in Zero Latency PTY LTD suspending or cancelling the customer's access to simulation activities at any Zero Latency PTY LTD venue.
- 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.

I, _____ the below signed, agree that I have read and understood the above terms and conditions. I agree to be bound by them at all times and use 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 at my own risk.

Signature

Date

Guardian Name

Guardian Signature

Date