



DREAMTRACE

ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, INDEMNITY AGREEMENT, LIKENESS RELEASE, CONDUCT AND EQUIPMENT LIABILITY.

Please read and be certain you understand the implications of signing this document (hereafter the "Agreement").

Assumption of Risk Associated with Activities

I hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with participation in the virtual reality ("VR") activities at DreamTrace, Inc, a Delaware Corporation ("Provider") as related but not limited to personal or commercial pre-visualization, gaming, training, or similar, and in the wear and use of equipment associated therewith (Hereafter in aggregate, the "Activity").

Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment, including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. The Activity takes place indoors with a VR headset that covers your vision and uses various other technology on your person. The Activity therefore includes risks associated with overheating, collisions with structures, persons or equipment, and exposure to technology and electric power.
4. My own negligence and/or the negligence of others, including but not limited to operator error by Provider staff.
5. Fatigue, overheating, nausea, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Photos and Likeness Rights

I hereby give Provider and its officers, directors, employees, contractors, vendors, affiliates, and agents, and its assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use and make photographs (still, film, tape or otherwise), to use and record with a video or audio recording device, my picture, portrait, photograph, and/or likeness in all forms and in all media and in all manners ("Likeness"), without any restriction as to changes or alterations (including but not limited to blurring, distortion, alteration, optical illusion or use in composite form, or derivative works of my Likeness made in any medium, whether intentional or otherwise) solely in connection with the Activity. This includes but is not limited to Provider's use for advertising, for publication or any other lawful purposes. I waive any right to inspect, modify, or approve any intermediary version(s) or finished version(s) of the results of the use of my likeness ("Results"). I waive any right to further compensation.

Conduct

I warrant that I will conduct myself in a respectful and reasonable manner. I will pay attention to all instructions by Provider staff, and actively respond to such instructions as well as any guidelines and protocols provided to me. I understand that Provider has the power to unilaterally determine whether my conduct is respectful, reasonable, attentive, and responsive.

Equipment Liability

I will use and treat any equipment as intended by provider. Without limiting the foregoing, I will use and treat the equipment with respect and care, without the use of undue force or recklessness.

Except for i) normal wear and tear of the equipment, ii) use of equipment as directed by the Provider staff, and iii) reasonable use of the equipment in the normal permitted operation and locomotion of the Activity, I understand that I will be held liable for any damage to equipment or facilities that I may cause.

In consideration for being permitted to participate in the Activity, I hereby agree, acknowledge and appreciate that:

DreamTrace Liability Waiver -- Version Updated on December 3rd, 2021

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1. I HEREBY RELEASE AND HOLD PROVIDER HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.

2. I release Provider, its officers, directors, employees, contractors, representatives, agents, and volunteers, vessels, and its parent and subsidiary affiliates from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the Activity whether caused by active or passive negligence of the Provider or otherwise. By executing this document, I agree to hold Provider harmless and indemnify it in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the Activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT.

I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM OVER 18 AND LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT, WHICH SHALL BE A BINDING COMMITMENT.

PARTICIPANT'S NAME

DATE

SIGNATURE

IF PARTICIPANT IS YOUNGER THAN 18 YEARS OF AGE, A LEGAL GUARDIAN MUST INSTEAD SIGN BELOW ON BEHALF OF PARTICIPANT.

NAME OF LEGAL GUARDIAN

SIGNATURE OF LEGAL GUARDIAN