**Parental Waiver and Release**

Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Child’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Some of Floreo’s virtual reality and other interactive activities and experiences (“Floreo VR Activities”) are highly realistic and immersive that it is easy to forget where you really are and lose track of what is real and not real. Floreo VR Activities may be overwhelming to some people.

By initialling below, you affirm that your participation and, if applicable, the participation of your dependent child(ren) (individually and collectively, the “Child”), meets the criteria below:

\_\_\_\_\_\_\_\_\_\_ I am aware that some people may experience nausea, disorientation, vertigo, seizures, motion sickness, general discomfort, headaches, anxiety or other physical, mental or health-related injuries when experiencing virtual reality and other immersive activities and experiences. On behalf of myself and the Child, I voluntarily assume all associated risks, and take full responsibility for these and any other consequences that may arise from the Child’s participation in Floreo.

\_\_\_\_\_\_\_\_\_\_ I have reviewed the Floreo Health and Safety risks located at <https://www.floreotech.com/health-and-safety> and completed the Provider’s health screening, and the Child has no known physical, mental or health-related reasons or problems that might preclude or limit your or your Child’s participation in the Floreo.

\_\_\_\_\_\_\_\_\_\_ I have reviewed the conditions requiring medical pre-clearance with the Child’s medical provider, and I voluntarily assume all associated risks, and take full responsibility for these and any other consequences that may arise from the Child’s participation in Floreo VR Activities despite the Child’s existing medical condition.

**Risk Waiver and Release:**

In consideration for being permitted to participate in the Floreo VR Activities provided by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, “Provider”), I hereby, for myself, the Child, my heirs, executors, administrators, assigns or personal representatives, release and forever discharge Provider and its affiliates, members, partners, representatives, directors, officers, shareholders, employees, contractors, licensors, agents, parents, subsidiaries, and their successors and assigns (collectively, the Provider Parties) from and against any and all losses, damages, injuries (including death) or other liability financial or otherwise that may arise from my or the Child’s participation in the Floreo VR Activities. I am aware of Section 1542 of the California Civil Code, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Being aware of this code section, I expressly waive any rights that the Child or I may have based upon it, as well as under any other statutes or common law principles of similar effect.

Neither I nor the child will pursue legal or other action against any of the Provider Parties for any losses, damages, injuries (including death) or other liability real or perceived arising from the Child’s or my participation in the Floreo VR Activities.

**Entire Agreement:**

I understand that this Waiver and Release contains the entire agreement between the parties, and no other evidence will be used or admitted to alter or explain the terms of this Waiver and Release. If any provision within this Waiver and Release shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this Waiver and Release shall be determined to be unlawful or otherwise unenforceable, the remainder of this Waiver and Release shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

BY ACKNOWLEDGING AND ACCEPTING THIS LIABILITY WAIVER AND RELEASE, I AFFIRM THAT I AM 18 YEARS OLD OR OLDER, AND THAT I AM FREELY ACKNOWLEDGING AND ACCEPTING THIS WAIVER AND RELEASE ON MY BEHALF AND ON BEHALF OF THE CHILD. IF APPLICABLE, I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS WAIVER AND RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM ACKNOWLEDGING AND ACCEPTING IT OF MY OWN FREE WILL.

Legal Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_