

THE EMPORIUM BY RAVEN AND DRAGON ENTERTAINMENT LLC
CUSTOMER WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK,
AND MEDIA RELEASE AGREEMENT

1. PARTICIPANT INFORMATION

Participant Name: _____

Date of Birth: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

2. ACKNOWLEDGMENT OF RISKS

I understand that participation in activities at **The Emporium**, including but not limited to:

- Virtual Reality (VR) experiences (Free Roam, VR Escape/Experience Rooms)
- Arcade and interactive gaming

involves **inherent risks**, including but not limited to:

- Slips, trips, and falls
- Collisions with objects, walls, or other participants
- Physical exertion, strain, or injury
- Equipment malfunction
- Sensory effects from VR (e.g., dizziness, nausea, disorientation)
- Exposure to flashing lights, loud sounds, or immersive effects

I understand that these risks **cannot be completely eliminated**, even with proper safety measures.

3. HEALTH AND SAFETY WARNINGS

I acknowledge and agree to the following:

- VR experiences **may cause motion sickness, dizziness, nausea, disorientation, or loss of balance.**
- Participation is **NOT recommended** for individuals who:
 - Are pregnant
 - Have a history of seizures or epilepsy
 - Have heart conditions or serious medical conditions
 - Are prone to motion sickness or vertigo
- I will **immediately stop participation** and notify staff if I feel discomfort, dizziness, or distress.
- I confirm that I am **physically and mentally capable** of participating in these activities.

I understand that staff may **deny or terminate participation** for safety reasons at their sole discretion.

4. ASSUMPTION OF RISK

I voluntarily choose to participate in activities at The Emporium and **fully assume all risks**, both known and unknown, including those arising from:

- My own actions or inactions
 - The actions of other participants
 - Conditions of the premises
 - Use of equipment
-

5. RELEASE OF LIABILITY

To the fullest extent permitted by **Arizona law**, I hereby **release, waive, and discharge**:

**Raven and Dragon Entertainment LLC,
Bella Vista Enterprises LLC,**

their owners, officers, employees, contractors, affiliates, and agents

from any and all liability, claims, demands, or causes of action arising out of or related to:

- Personal injury
- Property damage
- Loss or theft
- Death

resulting from participation in activities at The Emporium, **whether caused by negligence or otherwise**, except in cases of gross negligence or willful misconduct where prohibited by law.

6. INDEMNIFICATION

I agree to **indemnify and hold harmless** the above parties from any claims, damages, or expenses (including attorney's fees) arising from:

- My participation
 - My violation of rules or instructions
 - Any damage caused by me to persons or property
-

7. RULES AND CONDUCT

I agree to:

- Follow all posted rules and staff instructions
- Use equipment properly
- Refrain from unsafe, reckless, or disruptive behavior
- Respect other participants and staff

I understand that failure to comply may result in **removal without refund**.

8. MINORS (REQUIRED FOR PARTICIPANTS UNDER 18)

I certify that I am the **parent or legal guardian** of the minor listed above and:

- Consent to their participation
- Agree to all terms of this waiver on their behalf
- Accept full responsibility for their safety and conduct

Parent/Guardian Name: _____

Signature: _____

Date: _____

9. MEDIA RELEASE AND CONSENT

I grant **Raven and Dragon Entertainment LLC** the irrevocable right to:

- Photograph, video record, or otherwise capture my image, likeness, and voice
- Use such media for **marketing, advertising, social media, website content, and promotional materials**

I understand that:

- No compensation will be provided
- Media may be used in perpetuity
- I waive any right to inspect or approve final materials

Opt-Out of Media Use (Initial if you DO NOT consent): _____

10. PRIVACY

Participant information will be used for:

- Operational purposes
- Safety and emergency response
- Internal business use

and will not be sold to third parties without consent, except as required by law.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the **State of Arizona**. Any disputes shall be resolved in courts located within **Coconino County, Arizona**.

12. SEVERABILITY

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

13. ACKNOWLEDGMENT AND SIGNATURE

I have read this agreement carefully and understand its terms.
I acknowledge that I am giving up substantial legal rights, including the right to sue.

Participant Signature: _____

Date: _____