

READ THIS CAREFULLY – BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS

As consideration for the license to use the property, facilities, equipment, and services of ZL Houston, LLC d/b/a Zero Latency Houston (the ZL Houston, LLC “Activities & Services”), any other persons or entity related thereto, and/or its subsidiaries and affiliates (“Operator”) located at 12143 Katy Freeway, Houston TX 77079 or any affiliated facilities (the “Facilities”), the undersigned (“Participant”), for themselves, their heirs, assigns, and legal representatives, hereby expressly agrees to:

1. ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPATION IN THE ZL Houston, LLC ACTIVITIES & SERVICES AND PARTICIPANT’S USE OF OR PRESENCE UPON THE FACILITIES, INCLUDING BUT NOT LIMITED TO THE RISKS OF DEATH, BODILY INJURY OR PEOPERTY DAMAGE RESULTING FROM THE NEGLIGENT, GROSSLY NEGLIGENT, OR DELIBERATE ACTS OF ANOTHER PERSON INCLUDING, BUT NOT LIMITED TO THE ACTS OR OMISSIONS OF OPERATOR. PARTICIPANT HEREBY AGREES TO ACCEPT ANY AND ALL SUCH RISKS AND VERIFIES THIS STATEMENT BY ACCEPTING THESE TERMS BELOW;

2. RELEASE OPERATOR, and its successors, assigns, subsidiaries, managers, members, affiliates, officers, directors, employees, agents, landlords, sponsors, independent contractors, and owners of the facilities (“Owners”) from, and not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant’s use of or presence upon the Facilities, including without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence, gross negligence, or other fault of Operator or any other person, including, but not limited to, strict product liability or any other liability without fault;

3. WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time or executing the release;

4. INDEMNIFY AND DEFEND OPERATOR and Owners, against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in anyway arise from Participant’s use or presence upon the Facilities and/or use of the ZL Houston, LLC Activities & Services;

5. PAY for any and all damages to the Facilities or any equipment therein, caused by Participant;

6. ACKNOWLEDGE that by participating in the ZL Houston, LLC Activities & Services, or otherwise utilizing or being present at the Facilities, that he or she is cognizant of all inherent dangers of virtual reality and related activities. Participant agrees not to engage in the ZL Houston, LLC Activities & Services or utilize the Facilities if Participant is under the influence of drugs or alcohol, if Participant is pregnant, or if there is any other physical or mental condition that may impair Participant’s ability to understand instructions or participate without creating risk to Participant or others.

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT BY MAKING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE, NOT PREGNANT, AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

Date: _____

Signature: _____