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INSOMNIA
THE GAMING FESTIVAL

Everything Against Us VR Experience Waiver
Insomnia #i71
8-10 September 2023

1. Agree to participation within an event that involves risk of injury, property damage or circumstances that may affect health. KO Studio Games <https://www.kostudiogames.com/>.
2. Agree and acknowledge risk involved at your own risk.
3. Engagement with Everything Against Us will require the use of Meta Quest 2 Headset.
4. Agreement to communicate and follow direction of staff at the event and other players in attendance.
5. Agreement to allow staff or members of the public to have access to what the participants see's within the virtual space during the experience.
6. Request the cooperation of the player to conduct themselves in a respectful manner with staff reserving the right to remove the participant if they behave inappropriately or disrespectfully towards others or when handling equipment. Staff can choose to take action without any liability to the participant under these conditions if behaving in a disrespectful manner.

7. The participant acknowledges that they may be asked to provide photo identification before being able to participate within the experience.
8. Within VR space some events may portray realistic or close to realistic events which may result in emotions that can arise unexpectedly. The participant acknowledges and accepts that they are willing to participate within the Everything Against Us experience at their own risk.
9. Participation in Everything Against Us poses the following potential risks to the participant: Eye strain, Excessive noise, Flashing Images, Motion Sickness, Equipment may affect some medical devices such as having aids/eye aids/pacemakers, cause unwanted emotions which could affect underlying conditions, claustrophobia, panic, phobias or disorientation.
10. The list in point number 9. is not complete and non-exhaustive.
11. The participant accepts and acknowledges that each participant will react independently to each other during the Everything Against Us.
12. The participant should cease participation in the Everything Against Us should they experience any adverse reactions or effects to events within the VR space or from using the equipment.
13. KO Studio Games strongly advises against women who are pregnant or any individuals with pre-existing health conditions from taking part within the Everything Against Us experience. Do not participate within this event. Participants under the influence of alcohol or drugs are strongly discouraged from participating within this event also. Staff reserve the right to terminate the experience if a participant is found to be under the control of an alcoholic or drug substance.
14. Any queries or concerns regarding the Everything Against Us experience should be raised with a member of staff from KO Studio Games or partners as soon as possible.
15. Participant is in full acknowledgement that KO Studio Games excludes to maximum extent permitted by law any liability for injury, loss or damage and that KO Studio Game Will not be liable for any injury, loss or damage caused to the player or players property except to

the extent that any injury, loss or damage is caused by negligence of KO StudioGames, it's employee's or other authorized working personnel.

16. Participant is in full acknowledgement that KO Studio Games excludes to maximum extent permitted by law any liability for injury, loss or damage and that KO Studio Game Will not be liable for any injury, loss or damage caused to any person or any property as a result of player participation in Everything Against Us.

17. As a participant, the signing player agrees to indemnify KO Studio Games, it employee's,servant, agents, working partners, instructors, third party organizers or any others engaged in organizing, administering or participating in the Everything Against Us experience event in respect of my death, injury or loss or damage of my property or the property of any other party arising from my participation in the event.18. As a participant, I can confirm that I am in sound physical and mental health, and I don't suffer from any illness or disability which might make it unsafe for me to participate in the Everything Against Us experience.

19. As a participant, I agree to follow directions from officers, servants, agents, instructors and third party organizers of KO Studio Games and understand that if I am deemed to be behaving recklessly or dangerously I may be excluded from the Everything Against Us Experience without refund or compensation.

20. As a participant, I acknowledge that I am solely responsible for any decision in regards to my fitness and ability to participate within the Everything Against Us virtual event. I am further aware that any damage I cause to equipment provided by KO Studio Games is my responsibility and I agree to meet any costs for any such damage and/or wear and tear.

21. On the basis of KO Studio Games being forced into canceling a pre-booked event or time being lost during an event due to mechanical or technical difficulties, KO Studio Games Accepts liability. As a participant I understand that KO Studio Games total liability to me will be limited to KO Studio Games either providing a refund, calculated on a pro-rata basis of the fee paid, or by offering a free of charge place at a next available booking or future event.I understand that this is at the

discretion of KO Studio Games as to how they compensate me in such circumstances.

22. As a participant, I CONFIRM that I have read and understand this Release and Waiver and fully understand its terms. I understand that in signing this Release and Waiver I'm giving up legal rights and I have signed this agreement and do so voluntarily and under my own free will. I understand that I must comply with the rules set out in this Release and Waiver form as well as any other rules conveyed to me by KO Studio Games, its officers, servants, agents, instructors or third party organizers.

End of Document
