

Terms of Service

Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement

TO: Ottawa Valley Power Play Corp., a corporation incorporated under the laws of Canada, its agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf or in affiliation with any of the foregoing (hereinafter collectively referred to as “OVPP”):

This Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement (the “**Agreement**”), together with any documents referred to herein, governs the User’s (described below) use of the OVPP virtual reality equipment with various virtual reality content and/or software (the “**Services**”), at OVPP locations (the “**Premises**”).

IN CONSIDERATION OF OVPP allowing the User to use the Services, the User agrees as follows on behalf of themselves, their spouse, children, parents, heirs, assigns, personal representatives and estate:

1. By using the Services, I confirm that I accept the terms of this Agreement and that I agree to abide by them. The words “I” and “me” in this Agreement refers to the User. Should I access the Services on the behalf of another legal entity, I hereby warrant that I have the authority, actual or implied, to bind that entity to the Agreement. In using the Services, I represent and warrant that I have the capacity to enter into a legal agreement in the province of Ontario. If I do not have the capacity to enter into a legal agreement in the province of Ontario, I may not use the Services unless a parent or legal guardian agrees and consents to this Agreement on my behalf. By permitting a person who lacks capacity to utilize the Services, the parent or legal guardian is hereby bound by this Agreement.
2. If I do not agree to the terms of this Agreement, I understand that I must promptly discontinue my access to and use of the Services. Any continued use of the Services will be considered as consent and acceptance of the terms of this Agreement the User or their parent or legal guardian.
3. I acknowledge that my use of OVPP virtual reality equipment entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: seizures, loss of awareness, eye strain, eye or muscle twitching, involuntary movements, altered, blurred, or double vision or other visual abnormalities, dizziness, disorientation, impaired balance, impaired hand-eye coordination, excessive sweating, increased salivation, nausea, light-headedness, discomfort or pain in the head or eyes, drowsiness, decreased ability to multi-task, fatigue, or any symptoms similar to motion sickness, all of which can persist and become more apparent hours after use and which may lead to an increased risk of injury when engaging in normal activities in the real world after leaving the Premises. OVPP employees have difficult jobs to perform. They seek to create a safe environment, but they are not infallible. They might be unaware of a participant’s health or abilities. They may give incomplete warnings or instructions and the equipment being used might malfunction. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate despite the risks.
4. If I and/or my child/ward are injured, I acknowledge that I and/or my child/ward may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent/affirm that I have adequate insurance to provide coverage for such medical expenses. I understand and agree that OVPP will not pay for any cost or expenses incurred by me if I and/or my child/ward are injured.

5. UNDER NO CIRCUMSTANCES WILL OVPP, ITS REPRESENTATIVES, AFFILIATES, SUPPLIERS, OR OTHER THIRD PARTIES WITH WHICH OVPP DOES BUSINESS ("BUSINESS PARTNERS"), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE USE OF THE SERVICES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS OF PROFIT, EARNINGS, ANTICIPATED EARNINGS, INTERRUPTION OR LOSS OF BUSINESS, OR ANY CONSEQUENTIAL LOSSES, PROBLEMS, OR FAULT HOWSOEVER ARISING OUT OF THE USE OF THE SERVICES. I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS OVPP AND TO WAIVE ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST OVPP, AND TO RELEASE OVPP FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY INCLUDING DEATH THAT I MAY SUFFER OR THAT MY FAMILY, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND ESTATE MAY SUFFER AS A RESULT OF MY ATTENDANCE AT THE PREMISES AND MY USE OF THE SERVICES DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c. O. 2 ON THE PART OF OVPP AND FURTHER INCLUDING THE FAILURE ON THE PART OF OVPP TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF OVPP'S VIRTUAL REALITY EQUIPMENT AND VARIOUS VIRTUAL REALITY CONTENT AND/OR SOFTWARE (HEREINAFTER REFERRED TO AS "CLAIMS"). WITHOUT LIMITING THE FOREGOING, THE LIMIT ON OVPP'S (INCLUDING ITS BUSINESS PARTNERS) TOTAL CUMULATIVE LIABILITY TO THE USER OR ANY PERSON FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICES WILL BE LIMITED TO A MAXIMUM OF \$10.00 CANADIAN DOLLARS.
6. I agree to hold harmless and indemnify OVPP from any and all liability for any property damage or personal injury to any third party resulting from my use of OVPP virtual reality equipment. I also agree to indemnify and fully compensate OVPP for any property damage I cause to OVPP property, including but not limited to OVPP virtual reality equipment, resulting from my use of OVPP virtual reality equipment. Furthermore, should OVPP or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold OVPP harmless from all such fees and costs. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the Event(s) of my death or incapacity. I also certify that in the event I am signing on behalf of a minor who is under the age of eighteen years, to whom this Media Release, Rules, Terms and Conditions, Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity applies and that I have the legal authority to execute this release, I approve the foregoing and agree that we shall be bound thereby.
7. I acknowledge that I have read, viewed or heard the rules governing my participation and/or my child/ward's participation in any activity at OVPP (the "Rules for Gameplay"). I certify that I understand and have explained the OVPP rules of conduct to my child/ward. I understand that OVPP Rules have been implemented for the safety of all participants at OVPP, including myself and/or my child/ward. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child/ward from OVPP.

RULES FOR GAMEPLAY

- Ottawa Valley Power Play offers a respectful and mindful environment. We ask that everyone on-site take care of each other, the facility and equipment.
 - Patrons are at least 8 years of age. Children under 13 years old are accompanied and supervised by an adult.
 - Patrons understand and sign our waiver. A parent or guardian signature is required for players under 18 years of age.
 - Please remove your shoes inside the VR stations.
8. Full payment of all applicable fees is required by the User in advance of use of the Services. The refund policy is:

Station and Game Room Refund Policy:

- If you provide more than 24 hours' notice, we can move your booking to another available date or time or issue a full refund.
- For cancellations with less than 24 hours' notice, we can offer an in-store credit.
- Refunds and credits may not be offered for no-shows without notification so please let us know if you are going to miss your scheduled session.

Facility Rental Refund Policy:

- Please provide 72 hours' notice in order to move your booking to another available date or time or for a full refund.
- A partial refund or in-store credit may be available with 24 to 72 hours' notice, but this will vary depending on catering and staff requirements. These terms will be negotiated during the booking process.
- Refunds and credits may not be offered for no-shows without notification so please let us know if you are going to miss your scheduled facility rental.

Mobile Event Refund Policy:

- Please provide 72 hours' notice in order to move your booking to another available date or time or for a full refund.
- A partial refund may be available with 24 to 72 hours' notice, but this will vary depending on travel and staff requirements. These terms will be negotiated during the booking process.
- Refunds may not be offered for cancellations without notification so please let us know before our mobile unit arrives for your scheduled event.

9. This Agreement serves as the complete and exclusive agreement between me and OVPP. This Agreement supersedes and replaces any and all previous discussions, negotiations, understandings and agreements, written or oral, regarding any or all the subject matter herein. No term of this Agreement will be deemed waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in writing, signed by the party waiving enforcement. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this agreement, I on behalf of myself and/or my child/ward hereby waive any right I and/or my child/ward may have to a trial and agree that such dispute shall be brought within one (1) year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered pursuant to the Arbitration Act (Ontario). I further agree that the arbitration will take place solely in the Province of Ontario and that the substantive law of Ontario shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child/ward file or otherwise initiate a lawsuit against OVPP, in addition to my agreement to defend and indemnify OVPP, I agree that any litigation involving the parties to this agreement shall be brought solely within the Province of Ontario and shall be governed by the laws of Ontario. OVPP may assign this Agreement, in whole or in part, without notice to me at any time. Your rights under these Terms are in no way transferrable, in whole or in part, without our prior written consent.
10. I further grant OVPP the right to photograph, videotape and/or record me and/or my child/ward and to use my or my child/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation, limitation or compensation.
11. Contact details for OVPP can be found on OVPP's Website under the "Contact" heading. All notices regarding this Agreement and the Services will be provided in writing to by e-mail or by post using the contact information provided by me upon registration. Notice will be deemed given one (1) business day after e-mail transmission from OVPP to me, or two (2) business days after the date of posting.

12. OVPP offers a variety of software titles with a range of genres and ratings. OVPP staff can provide helpful recommendations regarding content, but it is the sole responsibility of the parent / guardian of any patron under the age of eighteen (18) to ensure that the content selected by them is deemed appropriate.

I am aware that using OVPP virtual reality equipment, software, many risks, dangers and hazards including, but not limited to, potential injury. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death and loss resulting therefrom.

I HEREBY VOLUNTARILY AGREE TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against OVPP and to release OVPP from any and all liability for any losses, damage, expense or injury including death, that I may suffer, or that my next of kin may suffer as a result of my participation in the Activities and either my use of or my presence at the Premises, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, RSA 2000 c. 0-4 on the part of OVPP and also including the failure on the part of OVPP to safeguard or protect me from the risks, dangers and hazards of participating in the Activities.

I have had sufficient opportunity to read this Agreement and the OVPP Rules and have read and understood and agree to be bound by their terms. I have also watched the OVPP tutorial video in its entirety and accept that my User experience involving the OVPP virtual reality equipment is dependent on my own ability to follow the instructions in the said video. I HAVE READ AND I UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THE WAIVER I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.