

## RELEASE & WAIVER

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration of the services offered and/or provided by Fantasium Group Pte. Ltd. ("Fantasium"), its employees, directors and agents, and all other persons and entities acting in any capacity on behalf of Fantasium, I hereby acknowledge and agree to the following terms and conditions of this Agreement:

[I am in good health.]

By participating in Fantasium's Virtual Reality Experience (the "Activity") I am indicating, that I understand the nature of this Activity and that I am in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe the experience is unsafe or risky for me, I will immediately discontinue participating in the Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

[I will not sue Fantasium and its affiliates.]

I hereby release, discharge, and covenant not to sue Fantasium, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, partners, manufacturers, lessors, affiliates, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered a "Released Person" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence or the "releases" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Released Persons, I will indemnify, save, and hold harmless each of the Released Person from any loss, liability, damage, or cost which any may incur as the result of such claim.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment, including the administration of any emergency medical treatment and ambulance transportation. I am aware and understand that I should carry my own health insurance.

And, in the event that any damage to equipment or facilities occurs as a result of my wilful actions, neglect or recklessness, I acknowledge and agree that I may be held liable for any and all costs associated with such actions.

### PARENTAL CONSENT FOR PARTICIPANTS UNDER 18 ("MINORS")

#### CHILDREN MUST BE AT LEAST 10 YEARS OF AGE TO PARTICIPATE

Please note: VR headset manufacturers' recommended minimum age is 13.

AND I, the minor's parent and /or legal guardian, understand the nature of the above referenced Activities and the minor's experience and capabilities and believe the minor to be

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qualified to participate in such Activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Released Persons from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Released Person or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Released Persons, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Released Person from any litigation expenses, attorney fees, loss liability, damage, or cost any Released Person may incur as the result of any such claim. In the event that the minor I am representing causes any damage to equipment or facilities as a result of his/her wilful actions, omission, conduct or behaviour or otherwise whilst participating in the Activities, I acknowledge and agree that I may be held liable for damages associated with such actions mentioned above. And, in the event that the minor under my care does not adhere to or openly disregards instructions from employees or volunteers of Fantasium, I understand that such minor may be refused service.

I REPRESENT THAT I HAVE FULL AUTHORITY AS PARENT OR LEGAL GUARDIAN TO BIND THE MINOR TO THIS AGREEMENT.

[I am okay with having photographs or videos taken of me. I am okay with receiving newsletter via email.]

Upon entering this area, I knowingly give my consent for photograph(s) and/or video(s) taken of me during the course of my participation to be used for publicity purposes: on the Fantasium website, in brochures and flyers, social media outlets, news releases, and in presentations to future prospective program participants. I understand that I will receive no compensation for such uses. I retain the right to have any photograph(s) and/or video(s) discontinued from use in any or all of the above venues upon request, and if, at any time, I wish my photograph(s) and/or video(s) to be discontinued from any of the above, it is my responsibility to contact Fantasium to make this request.

In addition, I also knowingly give my consent for my email to be used by Fantasium for communications, newsletters, and marketing promotions purposes and that it is my responsibility to unsubscribe from such promotions, should I choose to do so.

[I undertake to look after my own belongings]

I WILL NOT HOLD FANTASIUM OR ITS AFFILIATES RESPONSIBLE FOR LOST OR STOLEN PERSONAL PROPERTY.

[Other things I agree to]

I will comply with the signs, notices, directions, instructions or requests of Fantasium, and the Released Persons, and acknowledge that Fantasium may at its sole discretion suspend or cancel my or my access to the Activities without refund or compensation, for non-compliance with Fantasium's Terms and Conditions, or this Agreement, or signs, notices, directions, instructions or requests, for any unsafe, reckless or careless conduct, or if Fantasium considers that the circumstances so require.

Each of the terms of this Agreement shall be subject to and shall apply to the full extent permitted by law. In the event of any conflict between the Terms and Conditions and this Agreement, the relevant terms of this Agreement shall prevail.

If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed

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deleted. Any modification to or deletion of a provision shall not affect the validity and enforceability of the rest of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of Singapore and the courts of Singapore shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

If the participant is a minor under 18, I certify that I am the parent or legal guardian of the minor and confirm that the information I entered is accurate and true. I am at least 18 years old and I have read and agree to the terms of the above agreement. By checking the checkbox below, I am electronically signing this Agreement and acknowledging my acceptance of its terms, just as if I would have physically signed it if it was on paper.

I accept the Terms and Conditions as outlined above