

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK WARNING AND INDEMNIFICATION AGREEMENT

I (" Participant") acknowledge and agree that this Agreement covers and is intended to release [Vortex Gaming LTD] dba Sandbox VR and its respective and collective agents, owners, officers, managers, shareholders, parent corporations, subsidiaries, franchises and franchisors, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively referred to as "SANDBOX VR")

In consideration of being allowed to use and participate in SANDBOX VR's premises, equipment, services and ACTIVITIES, including, but not limited to immersive virtual reality (VR) programs (collectively , the" ACTIVITIES "), I hereby agree to the terms noted below. If I am signing this agreement on behalf of a child/ ward for whom I represent, I have full authority as parent or legal guardian to bind any minor who is under my care to the terms of this agreement.

READ THESE RISK WARNINGS AND OTHER PROVISIONS!

THEY ARE IMPORTANT!

1. ASSUMPTION OF RISK: I acknowledge that and agree that I am voluntarily participating in the ACTIVITIES, which can be dangerous and involve risk of serious injury or death. Risks that may be associated with participation in ACTIVITIES include, but are not limited to slipping; falling; landing; colliding with fixed objects or other people; loss of balance; dizziness; nausea and motion sickness; eye strain and vision changes; seizures; headaches; elevated heart rate; as well as the negligence and/or omissions committed by me, my child(ren)/ward(s), SANDBOX VR, and/or any other person and/or entity. I also understand that VR may cause mental distress or harm to one's mental condition. I further understand that VR is an emerging technology and that all risks of injury or damage associated with use of VR may not be known as of the date this agreement is executed. Accordingly, I voluntarily assume all such risks, whether known or unknown on behalf of myself and on behalf of any child/ward whom I represent. Recognizing these risks and dangers, I voluntarily choose to participate (or voluntarily permit the children for whom I am responsible to participate) in the activities and expressly assume all risks and dangers of the activities , whether or not described above, known or unknown, inherent or otherwise.
2. SIGNAGE AND NOTICES. I assume responsibility for maintaining control at all possible times while engaging in the ACTIVITIES and for reading, understanding and complying with all signage and instructions.
3. RELEASE OF LIABILITY. I (and on behalf of children/wards for whom I am responsible), hereby irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue SANDBOX VR from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my (or my child(ren)/ward(s)) use of SANDBOX VR's premises, equipment, services, programs and ACTIVITIES , including without limitation any claim for negligence, arising from any injury, including death, loss, property damage or expense, which I or the any other person may suffer, arising in whole or in part out of my participation (or the participation by any other person, including children/wards for whom I am responsible) in the ACTIVITIES, including, but not limited to, those claims based on any alleged or actual negligence or breach of any contract and/or express or implied warranty or breach of any statutory or other duty of care, including, but without limitation, any duty of care under the Occupiers Liability Act of British Columbia.

I understand that negligence includes failure on the part of Sandbox VR to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of the ACTIVITIES .

In consideration for allowing the Participant to participate in the ACTIVITIES, I further release and give up any and all claims and rights that I may now have against Sandbox VR and understand this instrument releases all claims, including

those claims of which I am not aware, those not mentioned in this release and those resulting from anything which has happened up until now.

The risks of illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved with the gathering of peoples in your Sandbox VR experience are significant, including the potential for hospitalization and death, and while particular distancing rules, sanitizing practices, equipment, and personal discipline such as social distancing may reduce these risks, the risks of serious illness does exist; and,

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELE ASEES or others, and assume full responsibility for my participation; and,

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest staff member immediately; and,

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELE ASE AND HOLD HARMLESS Sandbox VR their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELE ASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DE ATH, or loss or damage to person or property, WHETHER ARISING

4. LIABILITY FOR PROPERTY DAMAGE/LOSS: I understand that SANDBOX VR will not be liable to me or my guests, child(ren)/ward(s) for any personal property that is damaged, lost, or stolen while on or about its premises including, but not limited to phones, purses, wallets, keys, vehicles or clothing, whether or not SANDBOX VR was negligent.

5. REPRESENTATIONS: I further represent that I am physically fit to participate in the ACTIVITIES, and have no medical condition that may be adversely affected or cause me harm due to my participation in the ACTIVITIES .I have not relied on SANDBOX VR to assess my fitness ability or medical status in allowing me to participate in the ACTIVITIES . I confirm that any child/ward for whom I am responsible is also physically fit to participate in the ACTIVITIES, has no medical condition that may adversely affect or cause him or her harm due to his or her participation in the ACTIVITIES

6. INDEMNIFICATION: I hereby agree to indemnify and hold harmless SANDBOX VR from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by SANDBOX VR, including, but not limited to, any and all attorneys' fees, costs, damages, and/or judgments SANDBOX VR incurs in the event that my minor child(ren)/ward(s) assert a claim or lawsuit against SANDBOX VR even if SANDBOX VR is negligent.

7. PHOTO DATA RELEASE AND PRIVACY: By entering SANDBOX VR and participating in the ACTIVITIES, I hereby grant SANDBOX VR on behalf of myself, and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) on video in connection with SANDBOX VR and to use the photograph and/or video recording for statistical purposes, to better improve the VR experience, and for promotional purposes. I waive, and I waive on behalf of any child or ward for whom I am responsible, any right to inspect or approve the use of the photograph and/or video recording, and acknowledge and agree that the rights granted pursuant to this release are without compensation of any kind. Moreover, I acknowledge and agree that Sandbox VR may collect personal information about me pursuant to the Privacy and Data Collection Policy attached as Schedule A to this Agreement.

8. TERM OF AGREEMENT: I understand that this Agreement extends indefinitely into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit SANDBOX VR, whether at the current location in Richmond British Columbia, or any other location or facility.

9. VENUE/MEDIATION: In the event a lawsuit is filed against SANDBOX VR, I agree to the sole and exclusive venue in [British Columbia]. I further agree that the substantive law of British Columbia shall apply without regard to any conflict of law rules. I also agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Prior to any lawsuit I agree to participate in mediation, in person, with SANDBOX VR to attempt to resolve the dispute without litigation. It is my intent that this Agreement shall be binding upon my heirs, next of kin, executors and personal representatives.

10. ELECTRONIC SIGNATURE CONSENT: I agree to the use of my electronic signature in lieu of an original signature on paper. I acknowledge that although I may, in some jurisdictions, have the right to request a

"paper copy" to sign, I am consenting to the terms of this Agreement by way of an electronic signature and waiving any right to signing a "paper copy". I am also aware that I may, upon written request to SANDBOX VR, obtain a paper copy of the electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. I acknowledge that my consent to use an electronic signature with SANDBOX VR will continue until such time as I notify SANDBOX VR in writing that I no longer wish to use an electronic signature, and that there is no penalty for withdrawing my consent.

11. PHYSICIAN: I authorize a licensed physician or other medical care provider to carry out any emergency medical care for the Participant, and I acknowledge that the Participant shall be bound by all the terms of this Agreement.

By signing this Agreement without a parent or legal guardian's signature, I represent that I am at least 19 years old. ,

FOR PARTICIPANTS OF MINORITY AGE {UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

WAIVER BY CHILDREN

By signing this document, I understand that I may be found by a court of law to have forever waived any right that I and/or my child(ren)/ward(s) may have to maintain any action against SANDBOX VR on the basis of any claim from which I have released SANDBOX VR and any released party herein. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein. By signing below, I also agree that all releases, waivers, and promises herein are binding on the minor participant(s) listed below, and I further agree that I have full authority as Parent/Guardian to bind the minor participant to this agreement.

The risks of illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved with the gathering of peoples in your Sandbox VR experience are significant, including the potential for hospitalization and death, and while particular distancing rules, sanitizing practices, equipment, and personal discipline such as social distancing may reduce these risks, the risks of serious illness does exist; and,

1. FOR MYSELF, SPO USE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child's participation; and,

2. I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child's readiness for participation and/or in the program itself, I will remove my child from the participation and bring such attention of the nearest official immediately; and,

3. I myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Sandbox VR; its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"). WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property incident to my child's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

4. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

5. I, the parent/guardian, assert that I have explained to my child/ward: the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement. I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**

PLEASE NOTE WE RESERVE THE RIGHT TO REVIEW YOUR LICENSE AND/OR OTHER FORMS OF IDENTIFICATION IN ORDER TO VERIFY IDENTITY AND DATE OF BIRTH/AGE.**

SCHEDULE A

PRIVACY AND DATA COLLECTION POLICY

We promise to respect your privacy. Please read this policy to understand how we use your personal information. You may contact us directly, should you have any privacy concerns, questions or suggestions. You can send an email to bridgeportrd.vr@sandboxvr.com, or a letter to the following address:

Attn: Data Protection Officer

Vortex Gaming Ltd.

170 - 12571 Bridgeport Rd.

Richmond BC

V6V 1J4

Online Collection of Information: In order to complete bookings of ACTIVITIES for Participants and/or facilitate billing and collection, it will be necessary, at times, to ask for certain personal information such as your name and address, telephone number or email address.

Cookies: We will use cookies which are stored on your browser. You can usually modify your browser settings to prevent this happening. However, by disabling cookies, or certain types of cookies, you may hinder your user experience on our websites, or prevent them from working entirely. Most cookies used on our website are essential in order to enable you to move around the website and use its features. Cookies improve the user experience and enable much of the functionality provided by this website. Our cookies have a duration

of 365 days. Please note that some cookies may be placed by third party service providers who perform certain analytical and other services such as Google Analytics. But there may be others. Some of these services may be used to track your behaviour on other websites and we have no control over this. Cookies are common in online advertising in order to improve the relevancy of the ads you see and while they are not meant to allow us or our advertising partners to gain personally identifiable information, we will treat this information personal information if it allows us to identify you personally. We only work with advertising partners who follow industry standards and best practices. We may allow our service provider to place cookies on your devices and collect the IP address of your devices, which provides our service provider with your general location data. Our service provider may use this data to serve you with advertisements, on our website or elsewhere online, and to report to us on an aggregated basis on the effectiveness of our advertisements and provide us with statistics on visitors to our website and to our facility (for instance, where they are coming from). In order to do so, our service provider may combine your IP address with other information that our service provider has obtained from other sources, as permitted by law. If you wish to opt out of third party cookies that allow us to serve advertisements and collect aggregate information on participants, please advise us. If you opt-out, our service provider will also cease collecting information about your IP address from other sources.

Turning Cookies Off: All modern browsers give you the ability to turn off cookies. By continuing to use our website without adjusting your browser's cookie settings, you agree that we can place these cookies on your device.

Server Logs: As is true with most websites, our server will automatically log data regarding each visit such as your browser type, referring/exit pages, and operating system. We may use this information to monitor server errors, server administration or to monitor visitor behaviour. It is not possible for this to be disabled on a per-user basis so you must leave this website (and the internet entirely) if you do not agree to this happening. **Analytics:** Like most websites on the Internet, our website uses Google Analytics to track items such as pages visited, the kind of computer you are using, how you reached our site and time on site. No personal information is uploaded to Google Analytics. All our activity falls within the bounds of the Google Analytics Terms of Service.

Limit Use, Disclosure and Retention: We do not sell, rent, loan, trade, or lease personal information to anyone, although, subject to applicable law, we are required by our licensing agreement with Glostation Franchising Inc. to permit access to our computer and media system so that they can monitor participant experience by video to ensure that we are in compliance with their standards and to improve the VR experience for our guests. We and they also have the right to use photographs and video obtained from customer experience at the premises for promotional use without any compensation to you, and by agreeing to participate in the ACTIVITIES, you are specifically consenting to you being photographed and/or videoed and you are consenting to our use of such photograph/video for promotional purposes without compensation, which may identify you, although not by name .. Specific Identifiable Participant information (for example, your name and address close parenthesis is only used or disclosed for the purpose for which it was collected, unless you, as a customer, have otherwise consented, or when it is required or permitted by law or disclosure is authorized by the Act. If you have booked ACTIVITIES with us we may also use your personal information for direct marketing purposes, unless you choose to opt-out of receiving these offers. On occasion, we may use a third party to provide services such as mailing services. As a result, these service providers would be provided with the personal information necessary to perform the requested service. Any service provider we use is prohibited from using the information for any purpose other than providing the service we request.

If you believe we are storing your personal data and would like it retrieved, updated, or deleted please contact our Data Protection Officer at bridgeportrd.vr@sandboxvr.com.