

PHRA VR Waiver

In consideration of the risk of injury while participating in the Pennsylvania Horse Racing Association Virtual Reality Simulator (the "VR Simulator") and as consideration for the right to participate in the VR Simulator, I hereby, for myself, my heirs, executors, administrators, assigns or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in this VR Simulator, and do hereby release and forever discharge PENNSYLVANIA HORSE RACING ASSOCIATION (PHRA) located at 30 NORTH THIRD STREET, HARRISBURG, PA 17101, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, injury, paralysis, death, damages, economic or emotional loss, that I may suffer as a direct result of my participation in the aforementioned VR Simulator.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED VR SIMULATOR AND I AM PARTICIPATING IN THE VR SIMULATOR ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS VR SIMULATOR, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, DIZZIENESS AND/OR DISORIENTATION, 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, FROM THE MOVEMENT OF THE SIMULATOR EQUIPMENT, DISORIENTATION OR DIZZINESS CAUSED BY VIEWING THE VIRTUAL REALITY, AND THE CONDITION OF THE VR SIMULATOR LOCATION(S) AND/OR EQUIPMENT. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS VR SIMULATOR.

I agree to indemnify and hold harmless Pennsylvania Horse Racing Association against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the Pennsylvania Horse Racing Association incurs any of these types of expenses, I agree to reimburse Pennsylvania Horse Racing Association.

I acknowledge that Pennsylvania Horse Racing Association and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Pennsylvania Horse Racing Association.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, OR SERIOUS INJURY. The risks may include, but are not limited to, those caused by facilities, equipment and action of others, including but not limited to, participants, volunteers, spectators, event officials, and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE PENNSYLVANIA HORSE RACING ASSOCIATION AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS,

HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST PENNSYLVANIA HORSE RACING ASSOCIATION FOR PERSONAL INJURY.

Unless expressly disallowed by statute, this release applies to any claimed negligence on the part of Pennsylvania Horse Racing Association, its agents, and employees.

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. I am aware and understand that I should carry my own health insurance.

This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between parties of equal bargaining strength. Both the Participant, and Pennsylvania Horse Racing Association agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

PHRA and its staff do reserve the right to deny anyone the privilege of participating in the VR Simulator or riding the related simulator equipment at their discretion. PHRA also reserves the right to view legal IDs at their discretion to verify the age of any VR Simulator participant.

I the undersigned participant affirm that I am of the age of 18 years or older and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

By checking this box and submitting, I agree to the above Waiver and Release of Liability

Signature: -----

Participant Name: _____

DOB: _____

Email Address: _____

FOR MINORS: (Over the age of 12, under the age of 18)

I hereby certify that I am the parent/legal guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____

Relationship to Minor: _____