

## URBAN DISTRICT/PROJETO

### ACTIVITY WAIVER & RELEASE

Urban District Realty, LLC of 10 N Street NW Washington, DC 20001

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Urban District Realty, LLC is a Limited Liability Company established under the law of the District of Columbia on August 11, 2017. "Urban District" refers to Urban District, LLC, its owners, officers, affiliates, employees, agents, assigns, volunteers, legal representatives, contractors, and any other person or entity acting on its behalf. Projeto and its software is a product wholly owned by Urban District.

This Activity Waiver & Release (the "Agreement"), together with any documents referred to herein governs the User's (described below) use of Urban District virtual reality equipment with various virtual reality content and/or software, which includes artistic renderings, and any other activity relating to the real estate services provided by Urban District (the "Services"), at locations where Urban District administers the Services (the "Premises").

#### 1. **Consideration**

In consideration of Urban District allowing the User to use the Services, the User agrees to the content of this Agreement on behalf of themselves, their spouse, children, parents, heirs, assigns, personal representatives, and estate.

#### 2. **User**

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," "me" and "my" in this Agreement refer to the User. If I access the Services on behalf of another legal entity, I hereby warrant that I have the authority, actual or implied, to bind that entity to this Agreement. In using the Services, I represent and warrant that I have the capacity to enter into a legal agreement in the District of Columbia.

If I do not agree to the terms of this Agreement, I understand that I must promptly discontinue my use and access to the Services. Any continued use of the Services will be considered as consent and acceptance of the terms of this Agreement.

#### 3. **Release**

I acknowledge that use of Urban District's Services, including the activity described in Paragraph 6, entails known and unanticipated risks including but not limited to physical or emotional injury, paralysis, death, or damage to myself, to third parties, or to property. Such risks include, among other risks: eye strain, loss of awareness, dizziness, nausea, seizures, involuntary movements, stubbed toes, blurred or impaired vision, or other visual abnormalities. Other risks may be psychological in nature, such as anxiety or Post Traumatic Stress Disorder. All risks may exist, and/or become more apparent, at the time of use or after use. A delay in the realization of risk may lead to increased risk of injury when engaging in other normal daily activities after leaving the Premises. Some risks of harm exist because third party (i.e., parties unrelated to Urban District or User), Urban District, or User actions cause those risks.

Regardless of Urban District's safety measures, I understand that I am personally responsible for my own safety. Urban District may be unaware of the User's health or ability limitations. Urban District may give incomplete warnings or equipment may malfunction without notice. I expressly agree and promise to accept and assume all of the risks that stem from the use of Urban District District's Services, including the activity described in Paragraph 6. My participation in Urban District District's Services, including the activity described in Paragraph 6, is purely voluntary and I elect to participate in spite of the risks.

I hereby release and forever discharge Urban District from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property which has been or may be sustained as a consequence of the User's use of the Services, including the activity described in Paragraph 6, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of Urban District. I understand that I am not to be permitted to participate in the activity described below unless I sign this Agreement.

#### **4. Injury Related Expenses**

I acknowledge that I may require medical assistance which will be at my own expense or the expense of my personal insurer(s). I hereby represent/affirm that I have adequate insurance and other funds to provide coverage for any such medical expenses. I understand and agree that Urban District will not cover any costs or expenses incurred by me if I am injured.

#### **5. Other Liability**

I agree that Urban District will not be liable for indirect, incidental, special, consequential, or exemplary damages arising from or relating to the use of the Services, including the activity described in Paragraph 6. 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 however arising out of the use of the Services.

I further agree that Urban District will not be liable for damages arising from errors related to the artistic rendering of spaces described in Paragraph 6.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Urban District and to waive any and all claims, demands, or causes of action that I have or may have in the future against Urban District.

#### **6. Details of Activity**

I will participate in the following activity: Wear a Projeto Virtual Reality headset capable of performing the Services. The Services enable me to navigate a physical space where I may come into contact with features and/or furnishings that exist only virtually. I may also encounter fixtures or furnishings that exist in reality that are not represented virtually. The safety of using the device is at my sole discretion.

I represent that I will only participate in the activity described in this paragraph when Urban District is present in a supervisory capacity.

I understand that the activity described in this paragraph virtually represents real estate related projects that may not yet exist. I understand that creating these virtual representations requires artistic renderings that may not match the actual space created.

#### **7. Data Within Virtual Reality Tool**

I understand that Urban District is not collecting my personal data or data with my personal identifying information through the use of the activity described in Paragraph 6.

#### **8. Safety**

I have reviewed and understand the safety instructions provided to me by Urban District.

I will use the Services and participate in the activity described in Paragraph 6 in compliance with Urban District instructions and as directed.

#### **9. Oculus Agreements Related to Use of Oculus Hardware**

I have been provided with and have reviewed the Oculus “Data Privacy Disclosures” for business (<https://business.oculus.com/legal/enterprise-privacy-disclosure/>). I understand that Oculus and Urban District’s relationship is also governed by the Oculus for Business Data Privacy Addendum. (<https://business.oculus.com/legal/data-processing-addendum/>).

To the extent that I am a member of the European Union, I have reviewed the Oculus for Business Data Processing Addendum subject to the General Data Protection Regulation (EU) (2016/619) (“GDPR”). (<https://business.oculus.com/legal/data-processing-addendum/>).

I agree to abide by the Oculus code of conduct: <https://support.oculus.com/1694069410806625/>

#### 10. **Age and Fitness**

I acknowledge that I am at least 18 years old and that I do not have any physical or mental or psychological limitations, medical ailments, physical or mental or psychological disabilities that would limit or prevent me from using the Services under this Agreement, including the activity described in Paragraph 6.

#### 11. **Continued Use**

I agree that continued use of the Services constitutes acceptance of the terms and amendments to those terms that may from time to time be put in place by Urban District or any other entity named in this Agreement or in documents referred to in this Agreement.

#### 12. **Integration Clause**

This Agreement serves as the complete and final agreement between me and Urban District. This Agreement supersedes and replaces any and all previous discussions, negotiations, understandings, and agreements, whether oral or in writing, regarding any or all of the subject matter addressed herein. No term of this Agreement will be deemed waived by a prior failure to enforce it. No term of this Agreement may be waived except in writing and signed by the party waiving enforcement. I agree that if any portion of this Agreement is determined to be void or unenforceable, the remainder of this agreement shall remain in full effect.

#### 13. **Disputes**

If there are any disputes regarding this Agreement, I agree to bring a lawsuit solely in the District of Columbia under the laws of the District of Columbia.

#### 14. **Assignment**

Urban District may assign this Agreement, in whole or in part, without my prior consent, written or otherwise.

#### 15. **Physical Contact**

I agree that at times it may be necessary for Urban District to assist in positioning me so that I am within a safe area to participate in the Services and/or activity described in Paragraph 6. Such adjustments to my position may include physical touch to guide me away from walls or other obstacles.

#### 16. **Full and Final Settlement**

I have had sufficient opportunity to read this Agreement and have read and understood it and agree to be bound by its terms. I also accept that my experience as a User is dependent on my own ability to follow the instructions in this Agreement.

I understand that by signing this Agreement that I agree to be forever prevented from suing or otherwise claiming against Urban District for any property loss or personal injury or other loss that I may sustain while participating in the Services or activity described in Paragraph 6.

I have been given the opportunity to seek independent legal advice prior to signing this Agreement.

I understand that only one User is allowed per Agreement.

This Agreement, agreements ancillary to this Agreement, and related documents entered into in connection with this Agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.