



## **Virtual Reality**

The Frank L. Weyenberg Library (FLWL) strives to offer new and emerging technologies to support equitable access for our community members. Virtual Reality (VR) is one such technology. VR uses a computer, headset, and sensors to immerse the user into a three-dimensional, computer-generated world. Head, hands, and body movements are tracked to let the user interact with what is seen via the headset.

Use of VR may cause one to lose all real world sense of hearing and sight. Due to the unpredictable nature of the human response to VR (nausea, loss of balance, fear of heights, bumping into objects, sickness, dizziness, and any other side effects that may occur), FLWL requires all eligible participants to complete and return the appropriate Agreement and Waiver/Release of Liability form attached to this policy.

It is recommended that use of VR be limited to no more than 15 minutes with at least a 15 minute break between VR sessions. FLWL VR, therefore, may be checked out for up to 45 minutes.

All patrons wishing to use FLWL VR must be at least 12 years of age, have a library card in good standing from a public library within the Monarch Library System, and an Agreement and Waiver/Release of Liability form signed in the presence of a Librarian (and in the case of a minor signed by the parent/legal guardian). Minors between the ages of 12 and 14 must be accompanied by a parent or legal guardian while using VR.

## **Agreement and Waiver/Release of Liability for Use of Virtual Reality by Adults**

### **NOTE: THIS IS A LEGAL DOCUMENT**

I, \_\_\_\_\_, am choosing to voluntarily use Virtual Reality (VR) at the Frank L. Weyenberg Library of Mequon-Thiensville (FLWL). I understand and agree that I will not use any of FLWL's virtual reality equipment unless I have been given a demonstration of its use and have had an opportunity to ask questions about it.

#### **UNDERSTANDING OF INHERENT RISK:**

- I will lose all sense of hearing and sight in the real world.
- I understand that I should not participate in VR if I have a history of the following:
  - Motion sickness
  - Impaired balance or a condition that affects the ability to safely perform physical activities
  - Heart, orthopedic, or other serious medical condition
  - Pacemaker and/or other implanted medical devices
  - Pregnancy or possibility of pregnancy
  - Photosensitive seizures
  - Anxiety disorder or post-traumatic stress disorder
  - Any other condition not listed above that may be affected by use of VR
- I understand I will be engaging in activities that could involve the risk of injury to myself.
- I will discontinue the use of FLWL VR if feelings of discomfort occur.
- I understand I assume all physical, psychological, and financial risks associated with the use of the FLWL VR by me.

Therefore, in addition to the specific inclusion and exclusion of releases stated hereafter, I release FLWL, its employees or Trustees from all claims for damages which are the result of my use of VR.

**WAIVER OF CLAIMS:** I release FLWL, its officers, employees, agents, representatives, and insurers, including all of the assignees and successors in interest of all those aforementioned, from all claims based upon the actions and/or inactions of FLWL, its officers, employees, agents, and/or representatives, which occur during my use of FLWL VR. The release in the previous sentence includes a release of claims against FLWL based upon the negligence of third persons which occur while they are using FLWL VR.

AUTHORIZATION AND UNDERSTANDING: Although I am agreeing with all the terms of this agreement, I reiterate my intentions by signing below and certifying that:

- I have read this document and understand its terms;
- I release FLWL from all liability;
- I understand that in order for me to use FLWL VR, this Agreement and Waiver/Release document is required.

Participant Name (please print): \_\_\_\_\_

Is the participant over the age of 18?      Yes      No

(If participant is a minor, parent/legal guardian must read and sign parental consent form on next page.)

Participant Signature \_\_\_\_\_

Date \_\_\_\_\_

FLWL Staff Initials: \_\_\_\_\_

## Agreement and Waiver/Release of Liability for Use of Virtual Reality by Minors

### NOTE: THIS IS A LEGAL DOCUMENT

I, \_\_\_\_\_, give consent to my minor/dependent child to use Virtual Reality (VR) at the Frank L. Weyenberg Library of Mequon-Thiensville (FLWL). I understand and agree that my child will not use any of FLWL's virtual reality equipment unless my child has been given a demonstration of its use and has had an opportunity to ask questions about it.

#### UNDERSTANDING OF INHERENT RISK:

I understand my minor/dependent child:

- Will lose all sense of hearing and sight in the real world.
- Should not participate in VR if he/she has a history of the following:
  - Motion sickness
  - Impaired balance or a condition that affects the ability to safely perform physical activities
  - Heart, orthopedic, or other serious medical condition
  - Pacemaker and/or other implanted medical devices
  - Pregnancy or possibility of pregnancy
  - Photosensitive seizures
  - Anxiety disorder or post-traumatic stress disorder
  - Any other condition not listed above that may be affected by use of VR
- Will be engaging in activities that could involve the risk of injury to him/herself.
- Will discontinue the use of FLWL VR if feelings of discomfort occur.
- I understand I assume all physical, psychological, and financial risks associated with the use of FLWL VR by my minor/dependent child.

Therefore, in addition to the specific inclusion and exclusion of releases stated hereafter, I release FLWL, its employees or Trustees from all claims for damages which are the result of my minor/dependent child's use of FLWL VR.

WAIVER OF CLAIMS: I release FLWL, its officers, employees, agents, representatives, and insurers, including all of the assignees and successors in interest of all those aforementioned, from all claims based upon the actions and/or inactions of FLWL, its officers, employees, agents, and/or representatives, which occur during my child's use of FLWL VR. The release in the previous sentence includes a release of claims against FLWL based upon the negligence of third persons which occur while they are in FLWL VR.

AUTHORIZATION AND UNDERSTANDING: Although I am agreeing with all the terms of this agreement, I reiterate my intentions by signing below and certifying that:

- I have read this document and understand its terms;
- I release FLWL from all liability;
- I understand that in order for me to use FLWL VR, this Agreement and Waiver/Release document is required.

Participant Name (Please print): \_\_\_\_\_

Age of participant: \_\_\_\_\_

Parent/Legal Guardian Name (Please print): \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

FLWL Staff Initials: \_\_\_\_\_