



Guelph Public Library
Explore • Connect • Thrive

Using Virtual Reality equipment at your Guelph Public Library

Virtual Reality Rules:

The following rules govern your participation and/or your child/ward's participation in any virtual reality activity at Guelph Public Library:

1. We recommend consulting a physician before using the virtual reality equipment if you are pregnant, elderly, have pre-existing binocular vision abnormalities or psychiatric disorders, or suffer from a heart condition or other serious medical condition. Anyone who has had a seizure, loss of awareness, or other symptoms linked to an epileptic condition should also consult a physician before using the virtual reality equipment.
2. The virtual reality equipment may not be used by children shorter than 48 inches. Adults should monitor children who are using or have used the VR equipment for any of the symptoms described below, and should limit the time children spend using the virtual reality equipment and ensure they take breaks during use. Prolonged use should be avoided, as this could negatively impact hand-eye coordination, balance, and multi-tasking ability. Adults should monitor children closely during and after use of the VR equipment for any decrease in these abilities.
3. A comfortable virtual reality experience requires an unimpaired sense of motion and balance. Do not use the virtual reality equipment when you are tired, need sleep, are under the influence of alcohol or drugs, are hung-over, have digestive problems, are under emotional stress or anxiety, or when suffering from cold, flu, headaches, migraines, or earaches, as this can increase your susceptibility to adverse symptoms. Operation of virtual reality equipment under the influence of drugs or alcohol is strictly prohibited.
4. Immediately cease use of the virtual reality equipment if you experience any of the following symptoms: seizures, loss of awareness, eye strain, eye or muscle twitching, involuntary movements, altered, blurred, or double vision or other visual abnormalities, dizziness, disorientation,

impaired balance, impaired hand-eye coordination, excessive sweating, increased salivation, nausea, light-headedness, discomfort or pain in the head or eyes, drowsiness, fatigue, or any symptoms similar to motion sickness. Consult a physician if you have serious and/or persistent symptoms.

5. The virtual reality equipment can emit radio waves that can affect the operation of nearby electronics, including cardiac pacemakers. If you have a pacemaker or other implanted medical device, do not use the virtual reality equipment without first consulting your physician or the manufacturer of your medical device.
6. Symptoms of virtual reality exposure can persist and become more apparent hours after use. These post-use symptoms can include the symptoms above, as well as excessive drowsiness and decreased ability to multi-task. These symptoms may put you at an increased risk of injury when engaging in normal activities in the real world. Do not drive, operate machinery, or engage in other visually or physically demanding activities that have potentially serious consequences (i.e., activities in which experiencing any symptoms could lead to death, personal injury, or damage to property), or other activities that require unimpaired balance and hand-eye coordination (such as playing sports or riding a bicycle, etc.) until you have fully recovered from any symptoms.
7. Food and drink are not permitted within the Makerspace.
8. Any damage caused to virtual reality equipment by you and/or your child/ward shall be your sole liability and you shall indemnify and save harmless Guelph Public Library from said damages.
9. Guelph Public Library is not responsible for any lost, stolen, or damaged personal items which occur during your time on the library premises.
10. Any misconduct, including but not limited to excessive yelling, swearing, misuse of equipment, and intentional disruption of other patrons, will result in the immediate termination of your session by Guelph Public Library staff at their sole discretion.
11. Patrons must remain within the designated virtual reality area during their session.
12. Patrons must adhere to a 15-minute time limit (per turn) whenever there is a lineup to use the equipment

13. Staff members **must** be present while the Oculus Quest is in use.
14. Anyone under the age of the 13 must be accompanied by a parent/guardian during their session.
15. Children under the age of 13 may only play age appropriate content unless accompanied by a consenting parent or legal guardian.
16. It is the sole responsibility of parents/guardians to restrict their child from any games or content they consider inappropriate.

Terms and Conditions

Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement

By signing this document, you will waive certain legal rights, including the right to sue.

Please read carefully.

TO: Guelph Public Library, its agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "GUELPH PUBLIC LIBRARY":

This Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement (the "**Agreement**"), together with any documents referred to herein, governs the User's (described below) use of the virtual reality equipment with various virtual reality content and/or software (the "**Services**"), at Guelph Public Library locations (the "**Premises**").

IN CONSIDERATION OF GUELPH PUBLIC LIBRARY allowing the User to use the Services, the User agrees as follows:

1. 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" and "me" in this Agreement refers to the User. Should I access the Services on the behalf of another legal entity, I hereby warrant that I have the authority, actual or implied, to bind that entity to the Agreement. In using the Services, I represent and warrant that I have the capacity to enter into a legal agreement in the province of Ontario. If I do not have the capacity to enter into a legal agreement in the province of Ontario, I may not use the Services unless a parent or legal guardian agrees and consents to this

Agreement on my behalf. By permitting a person who lacks capacity to utilize the Services, the parent or legal guardian is hereby bound by this Agreement.

2. If I do not agree to the terms of this Agreement I understand that I must promptly discontinue my access to and use of the Services. Any continued use of the Services will be considered as consent and acceptance of the terms of this Agreement the User or their parent or legal guardian.
3. I acknowledge that my use of virtual reality equipment entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: seizures, loss of awareness, eye strain, eye or muscle twitching, involuntary movements, altered, blurred, or double vision or other visual abnormalities, dizziness, disorientation, impaired balance, impaired hand-eye coordination, excessive sweating, increased salivation, nausea, light-headedness, discomfort or pain in the head or eyes, drowsiness, decreased ability to multi-task, fatigue, or any symptoms similar to motion sickness, all of which can persist and become more apparent hours after use and which may lead to an increased risk of injury when engaging in normal activities in the real world after leaving the Premises. GUELPH PUBLIC LIBRARY employees have difficult jobs to perform. They seek to create a safe environment but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions and the equipment being used might malfunction. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
4. If I and/or my child/ward are injured, I acknowledge that I and/or my child/ward may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent/affirm that I have adequate insurance to provide coverage for such medical expenses. I understand and agree that GUELPH PUBLIC LIBRARY will not pay for any cost or expenses incurred by me if I and/or my child/ward are injured.
5. UNDER NO CIRCUMSTANCES WILL GUELPH PUBLIC LIBRARY, ITS REPRESENTATIVES, AFFILIATES, SUPPLIERS, OR OTHER THIRD PARTIES WITH WHICH GUELPH PUBLIC LIBRARY DOES BUSINESS ("**BUSINESS**

PARTNERS"), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE USE OF THE SERVICES. 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 HOWSOEVER ARISING OUT OF THE USE OF THE SERVICES. I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS GUELPH PUBLIC LIBRARY AND TO WAIVE ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST GUELPH PUBLIC LIBRARY, AND TO RELEASE GUELPH PUBLIC LIBRARY FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY INCLUDING DEATH THAT I MAY SUFFER OR THAT MY FAMILY, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND ESTATE MAY SUFFER AS A RESULT OF MY ATTENDANCE AT THE PREMISES AND MY USE OF THE SERVICES DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c. O. 2 ON THE PART OF GUELPH PUBLIC LIBRARY AND FURTHER INCLUDING THE FAILURE ON THE PART OF GUELPH PUBLIC LIBRARY TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE VIRTUAL REALITY EQUIPMENT AND VARIOUS VIRTUAL REALITY CONTENT AND/OR SOFTWARE (HEREINAFTER REFERRED TO AS "**CLAIMS**"). WITHOUT LIMITING THE FOREGOING, THE LIMIT ON GUELPH PUBLIC LIBRARY'S (INCLUDING ITS BUSINESS PARTNERS) TOTAL CUMULATIVE LIABILITY TO THE USER OR ANY PERSON FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICES WILL BE LIMITED TO A MAXIMUM OF \$10.00 CANADIAN DOLLARS.

6. I agree to hold harmless and indemnify GUELPH PUBLIC LIBRARY from any and all liability for any property damage or personal injury to any third party resulting from my use of virtual reality equipment. I also agree to indemnify and fully compensate GUELPH PUBLIC LIBRARY for any property damage I cause to GUELPH PUBLIC LIBRARY property, including but not limited to virtual reality equipment, resulting from my use of virtual reality equipment. Furthermore, should GUELPH PUBLIC LIBRARY or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold GUELPH PUBLIC LIBRARY harmless from all such fees and costs.

7. This Agreement serves as the complete and exclusive agreement between me and GUELPH PUBLIC LIBRARY. This Agreement supersedes and replaces any and all previous discussions, negotiations, understandings and agreements, written or oral, regarding any or all of the subject matter herein. No term of this Agreement will be deemed waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in writing, signed by the party waiving enforcement. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this agreement, I on behalf of myself and/or my child/ward hereby waive any right I and/or my child/ward may have to a trial and agree that such dispute shall be brought within one (1) year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered pursuant to the Arbitration Act (Ontario). I further agree that the arbitration will take place solely in the Province of Ontario and that the substantive law of Ontario shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child/ward file or otherwise initiate a lawsuit against GUELPH PUBLIC LIBRARY, in addition to my agreement to defend and indemnify GUELPH PUBLIC LIBRARY, I agree: (i) that any litigation involving the parties to this agreement shall be brought solely within the Province of Ontario and shall be governed by the laws of Ontario, and (ii) to pay GUELPH PUBLIC LIBRARY within 60 days of initiating or filing a lawsuit against GUELPH PUBLIC LIBRARY liquidated damages in the amount of \$5000 plus 12% interest per annum if payment is not made on time. GUELPH PUBLIC LIBRARY may assign this Agreement, in whole or in part, without notice to me at any time. Your rights under these Terms of Use are in no way transferrable, in whole or in part, without our prior written consent.