



Name: Virtual Reality Center Policy

Approved: October 22, 2018 by Franklin Public Library Board of Trustees

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**Policy:**

Franklin Public Library (FPL) 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 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), FPL will require all eligible participants to complete and return the appropriate Agreement and Waiver/Release of Liability form attached to this policy.

All patrons wishing to use the VR Center must be at least 12 years of age, have attended a FPL VR Center training session, have a library card in good standing from a public library within the Milwaukee County Federated 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 12-14 must be accompanied by a parent or legal guardian while using the VR Center.

# Agreement and Waiver/Release of Liability for Adults

NOTE: THIS IS A LEGAL DOCUMENT

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I, \_\_\_\_\_, am choosing to voluntarily use the VR Center at the Franklin Public Library (FPL). I agree I won't use any of the virtual reality equipment unless I have been given a demonstration of its use and have been given an opportunity to ask questions about the use of the equipment.

## NOTICE:

Franklin Public Library (FPL) 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.

## 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 virtual reality
- I understand I will be engaging in activities that could involve the risk of injury (including death) to myself.
- I will discontinue the use of the VR Center if feelings of discomfort occur.
- I understand I assume all physical, psychological, and financial risks associated with the use of the VR Center by me.

Therefore, in addition to the specific inclusion and exclusion of releases stated hereafter, I release Franklin Public Library, its employees or Trustees from all claims for damages which are the result of my use of the Virtual Reality Center.

WAIVER OF CLAIMS BASED UPON NEGLIGENCE: I release Franklin Public Library, 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 negligent actions and/or inactions of Franklin Public Library, its officers, employees, agents, and/or representatives, which occur during my participation in the Virtual Reality Center at Franklin Public Library. The release in the previous sentence includes a release of claims against Franklin Public Library based upon the negligence of third persons which occur while they are in the Virtual Reality Center in Franklin Public Library. The claims released in this paragraph include those which may be based upon State or Federal statutes and/or administrative codes, common law, and Municipal and/or County Ordinances. The potential injuries and claims resulting from the identified type of events include physical and psychological injuries of all levels of seriousness, as well as in extreme circumstances, death.

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

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- I have read this document and understand its terms;
- I understand that I am waiving some rights that I may otherwise have and am releasing Franklin Public Library from some liability that it may otherwise have in the absence of this agreement;
- I understand that in order for me to participate in the Virtual Reality Center at Franklin Public Library, an Agreement and Waiver/Release document in some form is required. For reasons that have value to me, I have chosen to accept the terms as identified within this document and hereby waive my rights to negotiate or bargain for different terms to this document. [Individuals wishing to negotiate different terms to this document should not sign the form and should contact the Director of Administration for the City of Franklin, at 414-858-1100 during normal business hours.

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 \_\_\_\_\_

Witnessed by Librarian: \_\_\_\_\_

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

# Agreement and Waiver/Release of Liability for Minors

NOTE: THIS IS A LEGAL DOCUMENT

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I, \_\_\_\_\_, give consent to my minor/dependent child to use the VR Center at the Franklin Public Library (FPL). I agree my minor/dependent child will not use any of the virtual reality equipment unless he/she has been given a demonstration of its use and has been given an opportunity to ask questions about the use of the equipment.

## NOTICE:

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## 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 virtual reality
- Will be engaging in activities that could involve the risk of injury (including death) to himself/herself.
- Will be able to discontinue the use of the VR Center if feelings of discomfort occur.

I understand I assume all physical, psychological, and financial risks associated with the use of the VR Center by my minor/dependent child.

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

WAIVER OF CLAIMS BASED UPON NEGLIGENCE: I release Franklin Public Library, 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 negligent actions and/or inactions of Franklin Public Library, its officers, employees, agents, and/or representatives, which occur during my participation in the Virtual Reality Center at Franklin Public Library. The release in the previous sentence includes a release of claims against Franklin Public Library based upon the negligence of third persons which occur while they are in the Virtual Reality Center in Franklin Public Library. The claims released in this paragraph include those which may be based upon State or Federal statutes and/or administrative codes, common law,

and Municipal and/or County Ordinances. The potential injuries and claims resulting from the identified type of events include physical and psychological injuries of all levels of seriousness, as well as in extreme circumstances, death.

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 understand that I am waiving some rights that I may otherwise have and am releasing Franklin Public Library from some liability that it may otherwise have in the absence of this agreement;
- I understand that in order for me to participate in the Virtual Reality Center at Franklin Public Library, an Agreement and Waiver/Release document in some form is required. For reasons that have value to me, I have chosen to accept the terms as identified within this document and hereby waive my rights to negotiate or bargain for different terms to this document. [Individuals wishing to negotiate different terms to this document should not sign the form and should contact the Director of Administration for the City of Franklin, at 414-858-1100 during normal business hours.]

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

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

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

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

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

Witnessed by Librarian: \_\_\_\_\_

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