

Visitor Waiver

In return for permitting the undersigned or any minor child of the undersigned, whether together or separately, to enter the facilities (the "Facilities") of Epic Capital Corp., Epic Center, Inc. or Epic Fun Center, Inc. (collectively, "Epic") in any capacity, the undersigned, for him or herself, and for each such minor child, (collectively, "Visitor") agrees as follows:

- (1) There is currently a pandemic in existence throughout the world, including Western New York, and if appropriate precautions are not taken, Visitor could get sick or die by entering the Facilities.
- (2) Epic has implemented certain precautions to protect individuals entering the Facilities. However, all individuals entering the Facilities must comply with such precautions to protect Visitor, and Epic cannot ensure Visitor that they will do so. Therefore, Visitor assumes the risk that he or she could get sick and/or die by entering the Facilities.
- (3) To the fullest extent permitted by law, Visitor releases from all liability, and holds harmless, Epic and all of Epic's affiliates, employees, directors, officers and agents (individually, a "Protected Person"), on account of, or in any way resulting from, sickness or death, directly or indirectly, related to his or her entering the Facilities. In addition, Visitor will not commence against Epic or any Protected Person a lawsuit or other legal proceeding for any such sickness or death.
- (4) Visitor shall indemnify Epic and each Protected Person for all costs, damages, expenses, losses and penalties incurred by them as a result of any claim by an individual that he or she got sick or died, directly or indirectly, as a result of Visitor's entering the Facilities.
- (5) If Visitor has not been fully vaccinated for COVID-19, Visitor must wear a mask and remain at least six feet apart from third parties at all times while in the Facilities.
- (6) This Waiver shall be (a) binding on Visitor and his or her successors, (b) governed by, and interpreted in accordance with, the laws of New York state, without regard to principles of conflict of laws, and (c) interpreted to be enforceable under all applicable law, and if any provision hereof is held to be invalid by a court, the remainder hereof shall continue in full force and effect. No obligation under this Waiver can be delegated to a third party by Visitor without the prior written consent of Epic.
- (7) Visitor understands the terms of this Waiver, and has voluntarily signed this Waiver with the intention of being legally bound as of the date hereof.

Dated: _____

Signed: _____

Printed: _____