

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 from the pandemic by entering the Facilities.
- (2) Epic has implemented certain precautions as required by applicable law to protect individuals entering the Facilities. However, third parties entering the Facilities must comply with those precautions to help protect Visitor, and Epic cannot ensure Visitor that such third parties will do so.
- (3) In entering the Facilities, it is possible Visitor could get sick or die from the pandemic because one or more third parties may not have taken the necessary precautions to avoid sickness or death from the pandemic, and Visitor desires to assume the risk that he or she could get sick and/or die as a result of entering the Facilities.
- (4) 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"), of and from, all liability on account of, or in any way resulting from, sickness or death, directly or indirectly, related to his or her entering the Facilities. Visitor will not commence against Epic or any Protected Person a lawsuit or other legal proceeding for sickness or death relating to his or her entering the Facilities during the pandemic.
- (5) 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 a third party that such third party got sick or died, directly or indirectly, as a result of Visitor's entering the Facilities.
- (6) This Waiver shall be 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.
- (7) This Waiver (a) shall be binding on Visitor and his or her successors, and (b) shall be governed by, and interpreted in accordance with, the laws of New York State, without regard to principles of conflict of laws. No obligation under this Waiver can be delegated to a third party by Visitor without the prior written approval of Epic.
- (8) Visitor understands the terms of this Waiver, and has voluntarily signed this Waiver with the intention of being legally bound as of the date indicated herein.

Dated: _____

Signed: _____

Printed: _____