

WAIVER AND RELEASE

By purchasing tickets for and participating in the facility tour ("Tour") offered by Millie's Ice Cream Works, LLC (the "Company"), and in consideration for my being allowed to participate in the Tour, the receipt and sufficiency of which is hereby acknowledged, Participant, and if I am not yet 18 years old, my parent or legal guardian, agrees to be bound by each of the following provisions of this Waiver and Release ("Waiver").

1. Voluntary Participation. Participant desires to participate in the Tour. Participant's participation in the Tour is voluntary and Participant is in good health and suffers from no physical or mental injury, illness or disability that would make Participant especially susceptible to injury or disability while performing any activity contemplated by this Waiver.

2. Acceptance of Risk. Participant fully comprehends and accepts all the risks associated with Participant's participation in the Tour including, without limitation, injury or death resulting from food sickness, allergic reactions, injuries (e.g., without limitation, those arising out of self-inflicted accidents or mishaps, other participants).

3. Release of Liability and Limitation of Damages. PARTICIPANT'S PARTICIPATION IN THE TOUR IS AT PARTICIPANT'S OWN SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTICIPANT, ON BEHALF OF HIS/HERSELF AND/OR ANY PERSON OR ENTITY ACTING THROUGH OR ON BEHALF OF PARTICIPANT, HEREBY FOREVER AND UNCONDITIONALLY RELEASES THE COMPANY, AND ANY AFFILIATED ENTITIES, PARENT COMPANIES, SUBSIDIARIES, PRESENT AND FORMER EMPLOYEES, OWNERS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, CONTRACTORS, INSURERS, SHAREHOLDERS AND DIRECTORS OF THE FOREGOING (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES IN ANY WAY ARISING OUT OF, OR RESULTING FROM, PARTICIPANT'S PARTICIPATION IN THE TOUR, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, AND LIABILITIES FOR DEATH, INJURY, LOSS OR DAMAGE TO PARTICIPANT, TO ANY ONE ELSE, OR TO ANY PROPERTY, REGARDLESS OF WHETHER OR NOT SUCH INJURY, LOSS OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OR WILLFUL CONDUCT OF THE COMPANY OR ANY OF THE RELEASED PARTIES. PARTICIPANT, ON BEHALF OF HIS/HERSELF AND/OR ANY PERSON OR ENTITY ACTING THROUGH OR ON BEHALF OF PARTICIPANT, FURTHER AGREES TO DEFEND AND INDEMNIFY THE RELEASED PARTIES, AND TO HOLD THE RELEASED PARTIES HARMLESS, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEY'S FEES) AND LOSSES OF ANY KIND OR NATURE WHATSOEVER IN ANY WAY ARISING OUT OF, OR RESULTING FROM, PARTICIPANT'S PARTICIPATION IN THE TOURS TO THE MAXIMUM EXTENT PERMITTED BY LAW.

4. Promotional Release. Participant grants to the Company and the Company's successors and assigns an irrevocable, sub-licensable right and authority to use Participant's name, likeness, photograph and/or picture for any and all commercial or non-commercial purposes now known or later developed in perpetuity throughout the universe without further obligation or compensation to Participant.

5. Consent to Medical Treatment. Participant knows of no medical reason why Participant should not participate in the Tour. Participant authorizes Company to provide to Participant, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon Company to provide such assistance, transportation, or services. Participant will be responsible for payment of any and all medical services rendered.

6. Binding Effect. This Waiver shall be binding upon my next of kin, personal representatives, heirs, beneficiaries, and assigns and shall inure to the benefit of Company, its successors and assigns.

7. Entire Agreement. This Waiver constitutes the entire agreement and understanding between Participant and the Released Parties, and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof. There are no representations, promises, agreements, warranties, covenants, or undertakings other than those contained in this Waiver.

8. Modification: Right to Enforce. None of the provisions of this Waiver can be waived or modified except expressly in writing signed by Participant and the party against whom the waiver or modification is sought to be enforced. Failure of any of the Released Parties to enforce any of their rights hereunder at any time shall not act as a waiver to enforce their rights under this Waiver for same or similar acts at any subsequent time.

9. Severability. Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the Release as a whole to the full extent authorized by law.

10. Governing Law and Venue. This Waiver shall be governed by and construed in accordance with the laws and decisions of the Commonwealth of Pennsylvania as applied to agreements entered into and fully performed within the Commonwealth of Pennsylvania. Any action must be filed or entered into only in Pennsylvania and the federal or state courts of Allegheny County, Pennsylvania.

BY PARTICIPATING IN THE TOUR, PARTICIPANT ACKNOWLEDGES HAVING READ THIS DOCUMENT AND VOLUNTARILY AGREES TO THE PROVISIONS OF THIS WAIVER AND RELEASE OF LIABILITY.

I attest that I am eighteen (18) years of age or older (or that if I am younger, my parents or legal guardian have executed this waiver below).

NAME

NAME OF PARENT OR GUARDIAN

PRINT NAME

DATE