

FARRELL'S

1st Annual
Splendiferously Superiffic
Summer Spectacular

2010 Ice Cream Eating Challenge

Entry Form and Rules

Farrell's Use Only

Official Time: _____

Date: _____

Shirt size: _____

Farrell's Representative: _____

First Name _____ Last Name _____

Address _____ City _____ State _____ Zip _____

Age _____ DOB mm/dd/yyyy Email _____

Phone: _____ Cell: _____

Category (check one)

Fastest Male Fastest Female Fastest 4-Person Team: Team Name
(all team member must qualify at the same time)

*Please read this card and sign the back when finished.

Team Name (if applicable) _____

Challenge Rules

- All rules stated herein pertain to individual contestants and individuals competing as a 4-person team.
- All contestants must be at least 16 years of age with a valid driver's license and must read, understand and sign the Farrell's Ice Cream Eating Challenge rules and Legal Release forms. *Parents of contestant must sign this form if contestant is under 18 years of age.*
- Qualifying for the July 18, 2010 Championship will take place at the Mission Viejo and Santa Clarita Farrell's locations between normal operating hours June 21 – 25, 2010 or any other official location or time approved by Farrell's.
- This challenge is for entertainment purposes only, "For Fun", it is not in any way to be considered a sanctioned eating challenge or in any way official. Farrell's will do it's best to keep the ice cream served for qualifying and in the championship rounds as uniformed and equal as best to their ability but can not and will not guarantee absolute equal weight and portions for each contestant.
- Contestants must pay the charitable entry fee of \$20 before participation in the Ice Cream Eating Challenge qualifier. For the entry fee, the contestant will receive a 3-scoop ice cream to eat as fast as they can, a limited edition Farrell's Ice Cream Challenge t-shirt and a \$5 coupon good for a future visit. Coupon expires 12/31/2010. Coupon has no cash value.
- T-shirt size availability is based on what is on-hand. Rain checks, and exchanges once worn are not permitted.
- Each contestant shall receive one 3-scoop sundae with chocolate, vanilla and strawberry ice cream; chocolate, strawberry and pineapple sauce topped with a generous portion of whipped cream. Comparable substitutions can be made for health reasons.
- Each contestant will be timed by an approved Farrell's employee or representative.
- Qualifying times will be based on a contestant eating the entire sundae so as there are no more solid food items left of the sundae. Any solid pieces of the sundae that may fall from the dish holding the sundae must be consumed as well.
- Contestants will not be allowed any other food or beverage during the challenge with the exception of water.
- Participants must use silverware and bowls provided by Farrell's and may not use any items not provided by Farrell's or their representative.
- Contestants may have no help from another person in consuming the sundae.
- Contestants may not coat the inside of their mouth with any kind of foreign items or solvents or they will be disqualified.
- The sundae must be completely eaten in one sitting and can be stopped by any Farrell's employee at any time for a concern of any type including health or safety of the contestant or others.
- Contestants who consume the entirety of their sundae in the fastest time recorded by an approved Farrell's employee or representative shall qualify for and be invited to participate in the championship ice cream eating event held at the Farrell's Restaurant in Mission Viejo on July 18, 2010.
- Qualifying categories include: Individual Male, Individual Female and 4-Person Team.
- The fastest 8 males and fastest 8 females will continue onto the July, 18 2010 Championships where they will race to be the fastest to consume a Famous Farrell's Pig's Trough!
- Teams of 4 must all be present at the time of qualification and all eat at once with the time ending once the last team members has completely finished.
- Cost for Teams of 4 is \$80 (\$20 each) with each paying team member receiving the same 3-scoop sundae, t-shirt and \$5.00 coupon as stated above.
- The 8 fastest teams of 4 will continue onto the July, 18, 2010 Championships where they will race to be the fastest team to consume a Farrell's famous Zoo.
- Any ties will be settled by a game of best of three, rock, paper, scissors.
- Winners of the qualifying round who are invited to the Championship held on July 18, 2010 at the Farrell's Mission Viejo Restaurant shall be solely responsible for travel to and from the event and any personal costs associated with the event.
- Farrell's reserves the right to disqualify any contestant at any time, refuse a person to participate, change the rules without prior notice, cancel or change the event.
- All persons participating in the July 18, 2010 Championship will be required to sign a separate set of Championship rules and release forms prior to the event.
- Five (5) total grand prizes will be awarded to the winners in each category on July 18, 2010 at the Farrell's Championship event in Mission Viejo:
 - One (1) grand prize to the fastest individual male
 - One (1) grand prize to the fastest individual female
 - One (1) grand prize to each of the members of the 4-person team
- Each grand prize will consist of all the ice cream you can eat for a year; one delightful day a month.

Continued on back...

- Each grand prize winner will receive 12 coupons.
- One coupon must be used each month beginning August 2010 and ending July 2011. Coupons can not be "saved" or used outside of the month and year stated on each coupon.
- Upon use of each coupon, the coupon must be presented to waiter prior to ordering and be relinquished.
- Coupons may be used by the grand prize winners only and may not be shared, sold, traded, or given to anyone else.
- Official photo ID may be required when using coupons to prove winner's identification.
- Winner can order all the ice cream they wish from the Farrell's menu, in one sitting, one day each month, one order at a time, excluding the Zoo and Belly Busters.
- Winner must finish each order prior to ordering another free ice cream order.
- Prize is for the winner only, free ice cream can not be shared.
- Grand Prize may and will be revoked in its entirety for any misuse at the discretion of any official Farrell's employee or representative.
- Grand Prize has no cash value. Coupons good at the Farrell's locations in Mission Viejo and Santa Clarita only.

EXPRESS ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

- I agree to assume and accept all responsibility and risk for injury, death, illness, disease, or damage to myself or my property arising from my participation in the ice cream eating challenge.
- I am freely and voluntarily participating in the challenge. I understand and accept the risk of the challenge and that it could cause discomfort, brain freeze, injury, or death and that I have been advised that my participation in this challenge is at my own risk and frankly we here at Farrell's think you're crazy!
- I further agree to accept and assume all responsibility for risk of injury, death, illness, disease, or damage to other guests of the challenge, spectators, or third parties caused by my participation in the "challenge", or use of the company's rental equipment. I understand and acknowledge that no major medical insurance benefits will be provided to me by the company if I am injured while participating in the company's activities.

AGREEMENT TO FULLY DEFEND, RELEASE, HOLD HARMLESS, AND INDEMNIFY FARRELL'S

- I agree not to sue or seek recovery from Farrell's Ice Cream, Parlour Mission Viejo, LLC, Parlour Enterprises, Inc., Farrell's International, Inc., their related entities, and their owners, agents, successors, assigns, employees, the event sponsors and organizers and I hereby voluntarily release and forever discharge Farrell's Ice Cream Parlour, Parlour Mission Viejo, LLC, Parlour Enterprises, Inc., Farrell's International, Inc., their related entities, and their owners, agents, assigns, employees, the event sponsors and organizers ("Released Parties") with respect to any and all liability, claims, demands, or lawsuits for injuries, death, illness, disease, or damage to myself or my property which are related to or arise out of my enrollment or participation in the challenge, including damages caused by the negligent acts or omissions of a Released Party. I further agree to defend, indemnify, and hold harmless the Released Parties from all claims, damages, costs and attorney's fees in connection with any claims for damages which I may suffer, or which I may cause, in whole or in part, to other participants, spectators or any other third parties in the course of my enrollment or participation in the company's activities.

I UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS

- I understand and acknowledge that by signing this document I am giving up all legal rights and all claims which I can legally make against the Released Parties for their negligent acts or omissions arising out of my participation in the challenge, or use of their equipment.

MEDICAL TREATMENT

- I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity or using their equipment. I either have appropriate insurance, or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf.

SIGNATURE OF AGREEMENT AND ACKNOWLEDGEMENT

- My signature below indicates that I have read this agreement, that I understand it, and that I voluntarily agree to be bound by its terms. I have had the opportunity to ask questions, and all questions have been answered to my complete satisfaction. I understand that this agreement is binding on me, my heirs, my assigns, and the personal representative of my estate.

MODEL RELEASE

I hereby give Released Parties permission to copyright and/or use, reuse and/or publish, and republish photographic pictures and / or videos of me, in which I may be distorted in character, or form, in conjunction with my own or a fictitious name, on reproductions thereof in color, or black and white for any purpose whatsoever; including the use of any printed matter in conjunction therewith.

I hereby waive any monetary compensation or right to inspect or approve the finished photograph or advertising copy or printed matter that may be used in conjunction therewith or to the eventual use that it might be applied.

I hereby release, discharge and agree to save harmless the Released Parties, in whole or in part, from and against any liability as a result of any distortion, blurring, or distribution of the same.

I have read, understand and agree with the rules, terms and conditions of this challenge. Initial: _____

Print Name: _____

Participant Signature: _____ Date: _____

Name of Parent or Guardian (if participant is under the age of 18): _____

Signature of Parent or Guardian (if participant is under the age of 18): _____ Date: _____