#### **2018 LOCAL CONTESTANT CONTRACT**

	THE MISS			ORGANIZATIO	N	
	Applicat	tion and Contrac	t for Particip	oation in the		
	2018 MISS			COMPETITION	1	
	Conte	estant:				
		Section 1: I	ntroduction			
1.1.	The Miss of the State of operated a program offer women within the State of Organization has made at the unique symbols and international recognition providing educational assumeducational advancement talent, poise, intellect, leanter the competition (the models for other young words of the state of the s	ering scholarship a of substantial investmed elements of the and approval. The sistance in the formule the responsibilitient; (2) recognizing a geadership and good me "Contestants"); a	The Missssistance and In doi ents in, and hat nese elements of scholarshies of family literal honoring the judgment in and (3) enablis	I career opporturing so, The Miss as developed a variation to the content of the content of the content of the young woming the Contestant	Organiza  nities for the control of	entity for, and even ed to (1) who have treer and haracter, erica who
1.2.	The Miss 20 The competition is a crit element of the Program combine a respect for the of the perceived modern	," to be held in tically important, arn. The competition to traditional and hi	nd the single of the single of the single of the single of the storic foundations.	on on most visible and din a fashion find for the Progr	, widely red that is des	20 cognized, signed to
1.3.	The winner of the comp shall be entitled to that ti 20 During this per may include travel and pactivities are designed, so Organization in order to visibility and maintain its has also developed degraduring intended to protect and examerican people, and to benefit of the thousands future years.	itle until her succession (the "Year of Sparticipation in perscheduled, arrange reflect the values a broad public acceptailed procedures ag her Year of Seenhance the substation assure that the P	sor is named a ervice"), the d sonal appearad and supervisend standards otance. The Marvice. The ntial public acrogram will co	at the competition luties of Miss ances throughout sed by The Miss of the Program Miss the activities and ese procedures ceptance of the Montinue to be able	t the State and to end organical and standa Program are to operat	
1.4.	In seeking to participate	in the competition,	each Contest	ant must underst	and and a	ccept the

requirements of the Program, including the rules for the contestants and the guidelines and limitations that will be applicable to her activities during her Year of Service if she is selected

	as Miss In addition, each Contestant must understand and accept that the Miss Organization's approval of the Contestant's participation in the competition and, if selected, service as Miss will be specifically based upon the representations and agreements in this Application and Contract, its attachments and the continued compliance with all of the regulations of the Program. In such regard, I acknowledge that my ability to compete in the competition shall be subject to review at each level of competition that I enter and that the determination of my eligibility to compete in the competition shall not in and of itself be the basis of my eligibility to compete in the Local, State and/or National Finals.
1.5.	Therefore, by signing this Application and Contract and submitting it to the Miss Organization for approval, the Contestant represents and agrees that (1) all facts and representations contained in this Application and Contract and its attachments are true and accurate; (2) the Contestant agrees to abide by all rules and regulations of the Miss Organization described in this Application and Contract and its attachments, in the period before and during the Year of Service; and (3) the Contestant meets each requirement for eligibility set forth in Section 2 of this Contract; and (4) the Miss Organization shall have the sole discretion to determine whether, in its judgment, the Contestant may continue to participate in the Miss Program, in the event that the Miss Organization determines that any statement or representation by the Contestant is not true and accurate or that any action by the contestant is inconsistent with the rules and regulations of the Program.
S	Section 2: Eligibility of Contestant to Participate in the MissProgram
2.1.	I have never before competed in any National Finals of the Miss America Organization.
2.2.	Age. I am currently years of age I was born on,  I understand that, in order to be eligible to compete, I must be:  (1) at least a high school senior before the date of my first Local Competition;  (2) at least seventeen (17) years of age at the time of my first appearance in the preliminary round of the Local Competition or, if locals are not held in the state where I compete, the State Competition; and  (3) no older than twenty-five (25) years of age on December 31, 2018  I will be years of age on December 31, 2018 and confirm that I will not be older than the twenty-five (25) year age requirement. A copy of my birth certificate and a copy of my driver's
	license or a government issued identification card are included with Attachment A, the Supplemental Fact Sheet.
2.3.	<b>Residence.</b> I understand that, in order to compete in the Local or State competition in anticipation of this year's National Finals, I must reside in; or be enrolled in and physically attending classes on a full-time basis at an accredited college or university in; or be employed in on a full-time basis, the state which I intend to represent in the National Finals.
	2.3.1 If I am claiming eligibility to compete in the Miss Organization based upon my residence in (state), I must have been a resident of

, State of I have resided at this address since
I have included with Attachment A, the Supplemental Fact Sheet, a copy of my driver's license or a government issued identification card and proof of this residency in the form of
form of (driver's license, automobile registration, current property mortgage or lease in my name, or other official document establishing
residency). If my residency at this location was established within the six (6) months
preceding the Local or State competition in which I am competing, my last previous residence
was at in the city of, State of
, I lived at that address from, (date) to,
If requested, I agree to provide the Miss Organization with any
additional information or documents that may be required within five (5) business days of the
request to determine my residency in the state of, if my residence is
relevant to my eligibility. I fully understand that additional proof of residency may be
requested and include, but not limited to a property mortgage or lease in my name, utility bills,
automobile registration, tax filings, voter registration card, etc.
2.3.2. If I am claiming eligibility to compete based upon my status as a student in the state in which I am competing, I must have (a) successfully completed at least one semester as a full-time (at least 12 credit hours) student, and presently be enrolled and physically attending classes on a full-time basis at an accredited college or university in the state in which I am competing, or (b) have graduated from an accredited college or university in the state in which I am competing between the date I was declared the winner of a local competition duly authorized by MAO that I entered in anticipation of this year's National Finals, and the date of this Application and Contract. For purposes of this Section 2.3.2., I understand that my physical attendance of classes in the state in which I am competing is a requirement for eligibility to compete based upon my status as a student. I also understand that no more than two (2) full-time semesters may have elapsed between the completion of my last full-time semester and the beginning of the next full-time semester that I am attending at a college or university in the state in which I am competing. (Please check and fill in all that apply)
() 2.3.2.1. I have completed semesters of study at College/University in the city of , State of I have received credits for courses totaling hours. I have attached to the Supplemental Fact Sheet an official College/University transcript that shows these credits.
() 2.3.2.2. I am currently enrolled at, State of, where I am
College/University in the city of, State of, where I am
presently attending classes inaccredited courses. I represent and warrant that I
am considered a "full time student" by the college or university that I attend and that I am physically attending classes in the state in which I intend to compete. I have
attached to the Supplemental Fact Sheet an official copy of a registration form from
the school that shows this enrollment.
( ) 2 3 2 3 I received a degree from
() <b>2.3.2.3.</b> I received a degree from   College/University in the city of , State of in in
(month/year). I have attached a copy of this degree or an official College/University
transcript indicating the degree awarded to the Supplemental Fact Sheet.
() <b>2.3.2.4.</b> I have completed semesters of study at Graduate School in the city of, State of, I have received credits for courses totaling hours. I have attached
. I have received credits for courses totaling hours. I have attached
an official College/University transcript to the Supplemental Fact Sheet that shows these credits.

	() 2.3.2.5. I am currently enrolled at Graduate
	School, in the city of, State of, where I am presently attending classes in accredited courses. I represent and warrant that I am considered a "full time student" by the Graduate School I attend and
	that I am physically attending classes in the state in which I intend to compete. I have attached to the Supplemental Fact Sheet an official copy of a Registration Form from the school that shows this enrollment.
	() <b>2.3.2.6.</b> I received a graduate degree from in Graduate School in the city of , State of in in (month/year). I have attached a copy of this degree or an official
	(month/year). I have attached a copy of this degree or an official College/University transcript indicating the degree awarded to the Supplemental Fact Sheet.
	2.3.3. If I am claiming eligibility to compete in the Miss Organization based on my employment even though I am not a resident of the state or geographic boundary in which I am competing, I am and have been a <i>bona fide</i> full-time employed working in the state or geographic boundary (employed by one or more employers and physically working either a) in the state or geographic boundary for at least forty (40) hours per week or b) working in the state or geographic boundary full-time as defined by my employer, but in no event less than thirty-two hours per week). Such employment and hours must be verified by my employer(s) for a continuous period of at least twenty-six (26) consecutive weeks immediately preceding the date of my first local competition and in addition to remain eligible I must maintain such employment through the completion of the local, state and subsequently the national finals.
	Name of Current Employer: Address of Employer: Phone Number of Employer: () Nature of Position: Dates of Employment:
	If requested, I agree to provide the Miss Organization with any additional information or documents that may be required within five (5) business days of the request to determine my employment in the state or geographic boundary which I competed, if my employment is relevant to my eligibility. I understand that additional information to establish employment may include paystubs, W-2 forms, income tax filing, etc.
2.4.	Citizenship. I am a citizen of the United States of America.
2.5.	<b>Education.</b> In order to be eligible to compete, I must be a high school senior no later than the date of my first competition, or have successfully completed the G.E.D. testing program for high school equivalency, or have successfully completed the academic requirements for entry into an accredited college/university degree program requiring physical attendance by the July 30th immediately preceding the National Finals. (Please check and fill in all that apply)
	() <b>2.5.1.</b> I received a High School diploma in (month/year) from High School in the city of, State of
	() <b>2.5.2.</b> I received a G.E.D. certificate for High School equivalency in (month/year)

	program requiring physical attendance. I have attached an official Acceptance Letter from the college/university.
2.6.	Personal Characteristics. I understand that in order to be eligible to compete in the Miss Competition, I hereby certify to the Personal Characteristics set forth in this section:
	2.6.1. Gender. I am a female.
	2.6.2. Marital Status. I am not now and I have never been married, nor have I had a marriage annulled.
	<b>2.6.3. Parental Status.</b> I am not now pregnant, nor do I intend to become pregnant during my Year of Service. I am not a parent, or the adoptive parent of any child, nor will I become a parent or the adoptive parent of any child during my Year of Service. I understand that if I become pregnant or become the adoptive parent of a child during my Year of Service, I am no longer eligible to compete in the Miss Competition, Miss America Competition or hold the title of Miss
	2.6.4. Good Character. I am of good moral character and I have not been involved at any time in any act of moral turpitude or behavior that is, or could be, perceived by the MissOrganization as contrary to the Miss America Program or its elements as described in Paragraph 1.1 of this contract.
	<b>2.6.5. Criminal Record.</b> I have not been charged with multiple minor or petty offenses in the last twenty-four months. I have never been convicted of any criminal offense and there are no criminal charges presently pending against me. I understand that I may make an appeal to MAO if criminal offenses/charges in my state are considered minor or petty offenses in another state. This appeal must be presented to MAO through legal counsel of my choice.
	<b>2.6.6. Prior Conduct.</b> I have never, knowingly or unknowingly, performed any act or engaged in any activity or employment that is or the MissOrganization could characterize as dishonest, immoral, lewd or indecent.
	2.6.7. Health. I am in good health and can, to the best of my knowledge, participate fully in any and all Program activities. Any current medical condition or disability will not impede my ability to participate and compete in all activities of the Misscompetition, complete my Year of Service or fulfill my obligations under this Agreement or require unreasonable or exceptional assistance as determined solely by the MissOrganization. Any accommodations approved by the MissOrganization will be my sole responsibility, including but not limited to financial, nor should such accommodation create a benefit or advantage not afforded to all contestants. Upon the request of the Miss Organization, I will provide or cause my health care provider(s) to provide the Miss Organization with all or a portion of my health care records as necessary to verify the accuracy of this representation.
	<b>2.6.8. Substance Abuse.</b> I do not use or consume any illegal or controlled substances other than those obtained pursuant to a valid prescription and taken according to the directions of a licensed health care professional. I do not abuse the use of alcohol, prescriptive drugs or

(\_\_\_\_) 2.5.3. I have been accepted into an accredited college/university degree

other dangerous substances.

**2.6.9. Family Members.** No immediate family member has served in any capacity, including as a volunteer, contestant prep coach, or competition judge, on the state or local board of the licensed state organization or the national organization at least six (6) months prior to the time that I am eligible to compete in my first local competition or state competition, if locals are not held in the state where I competed. This restriction includes the volunteering, serving as a contestant prep coach, or as a competition judge of a contestant's immediate family in the "Outstanding Teen" or "Princess" or "Princess-like" programs in the licensed state where I am competing. "Immediate Family" is defined as parents, grandparents, aunts, uncles, and siblings, whether by whole or half blood, or by marriage, including step-children, adoption, or natural relation. In spite of the forgoing, unless an immediate family member is a judge in the Miss America program, if an immediate family member serves in any other capacity in a licensed state organization, I am eligible to compete in a different state organization other than the state organization where my immediate family member serves.

#### 2.7. Contractual and Other Obligations.

**2.7.1. National Service Platform Requirement.** The Miss America Organization has entered into an agreement with the Children's Miracle Network Hospitals. The agreement, among other things, establishes Children's Miracle Network Hospitals as the Miss America Organization's National Platform. As a contestant in the Miss America program, I understand that I am required to raise money to support Children's Miracle Network Hospitals and the Miss America Scholarship Fund:

2.7.1.1 As a Local contestant I understand that I am required to raise a minimum of One

Hundred Dollars (\$100.00) by a date determined by my local organization, no later than the beginning of local competition activities.
<b>2.7.1.2.</b> As the Local titleholder, Miss, I understand that I am require to raise a minimum of five hundred dollars (\$500.00) by a date determined by my stat organization, no later than the beginning of state competition activities.
<b>2.7.1.3.</b> As the State titleholder, Miss, I understand that I am required t raise a minimum of one thousand dollars (\$1,000.00), no later than thirty (30) days prior t the National Finals
In furtherance of the foregoing, I will create a personal profile on the fundraising website www.MissAmericaforkids.org, which will assist me in performing other acts and deeds i accordance with the instructions and requirements of MAO, as the same may change fror time to time.
2.7.2. Prior Contractual Commitments. Within the three (3) months before m participation in the first local or state competition in which I am competing this year, and since that participation, I have not authorized any person, firm or corporation to use my name photograph, picture, or present or future title that I hold or may hold, in connection with a endorsement to advertise any commercial product. I have not contracted to any personal training services in preparation for the State Competition Finals. I am not a party to an contract with any person, firm or corporation in respect to any present title that I hold or may hold, nor have I made any commitments for the future regarding any such titles. I do not have any legal obligations that would prevent or limit my participation and appearances in the Missonal Competition, any other Local Competition, State Competition, the National Finals or, if selected as Miss America, in the Year of Service, or my compliance with the rules regulations and conditions of the Program.
<b>2.7.3. Other Competitions.</b> If I win, I will continue to hold the title of Miss until my successor is selected or appointed. I agree that, during my service in that role an

until after the scheduled completion of the full term of the position of Miss

for which I was selected, I will not associate in any way with, promote, perform, judge, or become a contestant or participant in any other regional, national, or international competition or preliminary competition of a similar nature to the National Finals, including, but not limited to, the National Sweetheart Pageant/Competition in Hoopeston, Illinois. I also represent that I am not a contestant, participant or titleholder in any other regional, national, or international competition or local or state preliminary competition of a similar nature to the National Finals.

2.7.4. Use of the Miss	Organization Titles, Words and Symbols. After
	e, if I am advised by the Miss
	sive judgment, my use of any of the titles, words or
symbols associated with the Miss _	Organization, the Miss America
	sed or is reasonably likely to cause harm, I agree to
Organization shall be	I understand and agree that the judgment of the Miss
Organization shall be	ililai and binding.
2.7.5. If selected as Miss	, I shall not use, nor allow another party to
use my status while appearing in an offic	cial capacity as Miss, for the public
	osal or marriage engagement, unless the Miss
	fically granted me written permission to make a public
announcement of a marriage proposal or	r engagement.
2.7.6. If selected as Miss	, my actions and conduct will be representative of
	erica Organization. I acknowledge that I am an official
	Organization and I will not engage in any actions or
	MissOrganization as contrary
to the Miss America Program or its elem-	ents.
opportunity to review this Application Supplemental Fact Sheet (Attachment Scholarship Rules and Regulations (Atta with an attorney of my own choosing to and Contract. I understand that this Ap	and Contract. I have been given a sufficient and Contract and its attachments, including the A); Medical Information Form (Attachment B); the schment C). I have also had the opportunity to consult give me legal advice with regard to this Application plication and Contract is a legal document and that if I Organization and it is accepted, I have and Contract and its attachments.
	understand and agree that if, at any time after I file
	liss Organization, including during ted in this Application and Contract or its attachments
	to my ability to fully participate in all activities should
	report any such change in writing immediately to the
	I also understand that if I fail to do so, the Miss
Organization may, ir	n its sole discretion, determine to limit or prevent my
	Service as Miss20

### **Section 3: Personal and Professional Background Information**

3.1.	Emplo	yment History.				
	3.1.1.	as applicable) by State of	nent. I am presently en	, located in ition of	ull-time () part-time the city of	(check , and
	3.1.2.	<b>Prior Employment:</b> During the past three (3) years I have worked in the following positions:				
3.2.	Medic	al Information (co	omplete Attachment B	- Emergency li	nformation Form).	
	disabil	<b>3.2.1. Current Medical Condition.</b> I do not presently suffer from any illness, disease or disability that will prohibit, restrict, or impair my ability to fulfill my obligations under this Agreement or to fulfill my Year of Service. At the present time (check as applicable):				
	() :	<b>3.2.1.1</b> . I am receiv	ing treatment or medic	ation for the con	dition described in Attac	hment
	` ,	<b>3.2.1.2.</b> I am not ment B.	receiving treatment of	or medication fo	or this condition descri	bed in
			AN	D		
	() <b>3.2.1.3.</b> I do expect to be taking medication or to be receiving treatment for this condition during the Miss competition or, if selected as Miss, during my Year of Service.					
	() condit	<b>3.2.1.4.</b> I do not $\epsilon$ ion during the	expect to be taking me	edication or to b	e receiving treatment f or, if selected as	
		Section 4: Parti	cipation in the Miss_		_Competition	
4.1.	leading sched bound the property the M broade	g up to the final so uled on dates to b by the rules and ocedures for the a participation in the iss	election of the Miss e determined by the M regulations governing a warding and supervision the competition may included.  Organization includes.	iss the Miss on of all scholars ude public appe iding, but not li , still photo se	es of events and appea Program. These ever Organization. I Organization ships described in Attac earances scheduled for mited to, television and essions, and video and the competition.	nts are will be on and chment me by d radio
4.2.	Organ discre also d	ization shall detern tion. I further unde etermine the time,	erstand and agree that t method and manner of	ethod of conductions the Miss judging the con	the Miss the competition in it competition in it competition in it competition and the awardition of the persons designed.	n shall ng and

	by the Miss Organization to judge the various events in any and all matters pertaining to the selection of the winners shall be final in all respects.
4.3.	Televising and Sponsorship of Competition. I understand that the MissOrganization makes no representations to me that the competition will be televised or broadcast on either a live or tape-delay basis, or that the competition will be sponsored by one or more sponsors, or that I will be personally or individually involved in any specific appearance in any broadcast.
4.4.	Permanent License of Publication Rights. I hereby authorize the Miss  Organization and anyone duly licensed or authorized by the Miss  Organization to (1) televise, photograph, broadcast and/or make radio, television, video and audio tapes or motion picture recordings of me individually or in a group; (2) use or re-use such photographs, recordings, video tapes, audio tapes and/or motion picture films in all media throughout the world in perpetuity; and (3) use my name, likeness and/or physical depiction for any purpose in perpetuity, in an unedited or edited manner or fashion as the Miss  Organization, in its sole discretion, shall determine. This authorization shall also include the use of all such photographs, recordings, videotapes, audiotapes and/or motion picture films made during my Year of Service.
4.5.	The Miss Organization Ownership of Rights. I understand and agree that all photographs, tapes and films made of me for trade, advertising and any other purpose or purposes as a participant in the competition, and any use of my name, likeness and/or physical depiction when identified with the Program, shall be the sole and exclusive property of the Miss Organization. I understand and agree that I shall have no claim or right to those photographs, tapes and films, not only during the period between and during the competition and, if I am selected as Miss, during my Year of Service but in perpetuity thereafter. I understand and agree that this provision refers to and includes all photographs, tapes and films from any activities relating to the competition, including but not limited to interviews, rehearsals and publicity events, either individually or as a member of a group.
4.6.	Selection as Runner-Up. If I am selected at the competition as a runner-up for the title of Miss, I agree to remain available to assume all of the rights, obligations and commitments of the Year of Service, as described in Section 5 of this Application and Contract, in the event that the Miss Organization appoints me to do so by reason of the inability or ineligibility, during the Year of Service, of any Contestant who was selected as Miss or as another runner-up.
4.7.	Change in Circumstances. I understand that if, at any time between the date of this Application and Contract and the completion of the Misscompetition, any facts concerning my eligibility to participate in the competition should change, including without limitation my ability to participate fully in all contestant activities, citizenship, marital or parental status, good character and reputation or behavior that is, or could be, perceived as contrary to the Miss Program or its elements as described in Paragraph 1.1 of this contract or, if relevant to my eligibility, my residence, employment or educational status, the Miss Organization shall have the right, in its sole discretion, to determine that I am not eligible to participate in competition.
	Section 5: Commitments for Service as "Miss 20"
5.1.	Full-time Service as Miss If I am selected as "Miss under the competition, I will serve as "Miss

	"during the Year of Service and until my successor is selected or appointed. The duties and obligations of my service as "Miss"
	have been described to me and I understand and accept them. I agree that I will dedicate my entire time, efforts and energy during my Year of Service to the fulfillment of these duties and obligations, and that I will engage in no other business or other activities that will in any way interfere with the duties and obligations of my Year of Service.
5.2.	National Service Platform. I understand and have been advised that the Miss America Organization has entered into an agreement with Children's Miracle Network Hospitals. The agreement, among other things, establishes Children's Miracle Network Hospitals as the Miss America Organization's National Platform. I agree to work with Children's Miracle Network Hospitals and the Miss America Organization to support this National Platform and further the goals of the program by creating goodwill and recognition for the National Platform throughout the United States. I understand that I may also promote my own personal Platform, if I choose to do so. In that event, I agree to work with the Miss Organization to select and pursue an appropriate platform that will enable me and the Miss Organization to maximize the impact of my year of service.
5.3.	<b>Availability for Appearances and Events.</b> I agree to make myself available for such personal appearances, interviews, testimonials, endorsements, filming, tapings, photographic and recording sessions and other and various commitments and events related to my Year of Service that the Miss Organization has made and will make for me in its sole discretion.
5.4.	Independent Contractor Status. I understand and agree that I am not and will not become an employee of the MissOrganization during my Year of Service. I am and will remain an independent contractor with respect to the MissOrganization. The authority granted by this Application and Contract to the MissOrganization to act on my behalf is intended for the mutual convenience of the MissOrganization and me and in order to provide an effective means of organizing my activities during my Year of Service.
5.5.	Appointment of the Miss Organization as Exclusive Agent and Representative. Commencing with my selection as Miss and throughout my Year of Service and until my successor is selected or appointed, I irrevocably constitute and appoint the Miss Organization as my sole and exclusive agent, representative and attorney-in-fact with the authority to:
	<b>5.5.1.</b> act for me and in my interests throughout the world for the making of all press releases or other public statements to the media;
	<b>5.5.2.</b> sign, make, execute and deliver all contracts in my name in connection with my business or other affairs as Miss during my Year of Service, whether they be contracts for my performance at theatrical, artistic or commercial engagements or other personal appearances, and undertake commitments in my name for the satisfaction of my obligations pursuant to those contracts;
	<b>5.5.3.</b> sign, make, execute and deliver all contracts in my name in connection with any appearances or other obligations which are related to my service as Miss which are to be fulfilled after the completion of my Year of Service, provided that I have consented in writing to the terms of such contracts;
	<b>5.5.4.</b> determine the appropriate compensation that I shall receive for appearances or other

activities related to my Year of Service.

- **5.5.5.** collect and receive for and on my behalf all proceeds, monies or other compensation that is due or to become due to me by reason of any performance, service, appearance, engagement or contract;
- **5.5.6.** choose and designate my Tour Manager(s); and
- **5.5.7.** select the appropriate modes of public or private transportation for me and my Tour Manager(s), including the determination of the appropriate levels of travel service.
- **5.5.8** determine the best method of preparing me for the next level of competition. I understand that the Miss America Organization does not endorse nor promote the use of individuals nor businesses who act as pageant coaches, etc., whether they are paid or offer services at no charge. However, the use of a coach may transpire as long as the Local Director agrees and collaborates on such arrangement in order to prepare me for the next level of competition. If my Local and/or State Executive Director does approve the hiring or utilization of a pageant coach, then a signed Coaching Disclosure Form must be presented to the Local and State Organization no less than seven (7) days before the Local Competition.

I understand that coaching relationships that are not properly disclosed will not be tolerated in the Miss America Organization. Non-Disclosure Agreements (NDA's) or any other legally binding contract designed to conceal a coaching/contestant relationship is expressly prohibited. Any and all other contracts are superseded by the MAO State Organization Agreement and Contestant Contracts.

ე.ხ.	Sponsorship rees and Payments to the Miss Organization.
	understand and agree that, in addition to the payments that the Miss
	behalf for my compensation for my appearances and services, the MissOrganization may also contract for and receive sponsorship fees and other payments related to my appearances that will be paid directly to the Miss Organization. I understand and agree that I shall not be entitled to receive any portion of these fees or payments nor have the discretion to refuse any sponsor arrangements negotiated by the MissOrganization.
5.7.	Numbers of Appearances. I understand and agree that the MissOrganization has made and makes no representations to me as to the number or nature of the appearances that I may be asked to make or the amount of compensation that I will receive during my Year of Service.
5.8.	Prior Contracts. I understand that, prior to the competition, the Miss Organization will enter into contracts and commitments for the appearances and services of the Contestant who will be selected at the competition. I agree that such contracts will be binding on me to the same extent as if the Miss Organization had entered into them on my behalf after the commencement of my Year of Service.
5.9.	Membership in Unions. If and when requested by the Miss Organization, I agree to become a member of such unions or guilds as may be necessary in order to appear as a variety artist or for fashion purposes in any film, taped or recorded radio or television products, commercials, motion pictures, photographic sessions or personal appearances.
5.10.	Prohibition of Endorsement of Competing Products and Services. I acknowledge that the Miss Organization has contracted in the past, and will contract in the future, for the financial support of commercial companies and organizations, whose

	advertising commitments and other sponsorships are an important element of the financial stability of the Program. I agree that I will not in any way endorse or permit my name or likeness to be used in connection with the endorsement or advertisement of any products or services competitive to the products or services of an advertiser, sponsor or licensee of the Miss Organization, during my Year of Service unless the Miss Organization approves such an endorsement or advertisement in writing. I understand that the Miss Organization is under no obligation to approve or consent to any such endorsement or advertisement after the end of my Year of Service.
5.11.	Appearances after Year of Service. After the conclusion of my Year of Service, I will not wear the crown or sash of Miss, nor appear as Miss for the purposes of advertising or endorsing any product, person, cause or service, unless I have received in advance the written approval of the Miss Organization. I understand that the Miss Organization shall not be obligated to approve any such appearance or use of the Miss crown and/or sash.
5.12.	Use of the Miss Titles, Words and Symbols after Year of Service. After the conclusion of my Year of Service, if I am advised by the Miss Organization that, in its sole and exclusive judgment, my use of any of the titles, words or symbols associated with the Miss Organization and the Program has caused or is reasonably likely to cause harm to the Miss Organization, I agree to discontinue any such use immediately. I understand and agree that the judgment of the Miss Organization on this question shall be final and binding.
5.13.	<b>Permanence of Restrictions.</b> I understand and agree that the provisions of Sections 5.11 and 5.12 of this Application and Contract shall specifically survive the termination of this Application and Contract and shall be enforceable by the Miss Organization and binding on me in perpetuity.
5.14.	Change in Circumstances. I understand that if, at any time between the competition at which I am selected as Miss and the completion of my Year of Service, any facts concerning my eligibility to participate in the Program should change, including without limitation my ability to participate fully in all activities, citizenship, marital or parental status, good character and reputation, or behavior that is or, or could be, perceived as contrary to the Miss Program or its elements as described in Paragraph 1.1 of this contract, or if I should become, in the sole judgment of the Miss Organization, physically unable to perform the duties and obligations relating to my Year of Service, the Miss Organization shall have the right, in its sole discretion, to determine that I am not eligible to continue to serve as Miss In that event, the Miss Organization may, at its option, forfeit my title and all prizes, awards and perquisites of the position of Miss, or both or either, subject to the provisions of Section 6.7 of this Application and Contract.
	Section 6: Legal Obligations and Agreements
6.1.	Unauthorized Use of Titles. I acknowledge and agree that the title "Miss" that I presently hold; the title "Miss America;" and the name and designation "Miss America Pageant," "Miss America Competition" and "Miss America Organization" are the property of the Miss America Organization. I agree never to use, or to authorize anyone else to use, the words "Miss", "Miss America," "Miss America Competition," "Miss America Pageant" or "Miss America Organization," or any similar or related phrase, in association with me or my name or likeness in any way without prior written approval.

6.2.	Authorization of Publication. I authorize the use of my name, likeness, photographs, pictures, physical depiction, endorsement rights, and my title(s) by the Miss Organization and by such persons, firms or corporations as may be approved and selected by the Miss Organization. I will abide by the provisions of any agreement between the Miss Organization and such persons, firms or corporations regarding my services for advertising and promotional uses.
6.3.	Registration and Use of Domain Name. I authorize the Miss Organization or its licensee to register a domain name ("Internet Domain Name") in such version of my name as the Miss Organization or its licensee may deem appropriate, in the form myname.com or any comparable variation thereof. During my tenure as Miss and, if I am selected as Miss America, during my Year of Service the Miss America Organization or its licensee shall have full authority to use my Internet Domain Name for all purposes. Thereafter, I understand that the Miss America Organization or its licensee shall transfer to me all rights to register and use my Internet Domain Name. During the period that the Miss America Organization or its licensee is authorized to register and use my Internet Domain Name, I shall not register or use, nor permit anyone else to register or use, my name or title in any form in an Internet Domain Name.
6.4.	Permanent Ownership of Rights. All photographs, video tapes, audio tapes, motion picture films, or other recordings or reproductions made of me, whether "still" or "live," and my name, likeness, photographs, pictures, physical depiction, title and endorsement rights (a) as a Contestant or as a participant in the events leading up to the selection of Miss ; or (b) while representing Miss or participating in any Miss sponsored events whether before, during or after the competition or, if I am selected as Miss, during or after my Year of Service, including but not limited to events such as press interviews, judges interviews, rehearsals and publicity events, either individually or as a member of a group, as applicable (the "Rights"), are and shall be, become and remain the property of the Miss Organization in perpetuity. The Rights may be used and re-used by the Miss Organization, or anyone designated and licensed by the Miss Organization, for publicity, advertising or any other use in any medium, all as deemed appropriate by the Miss Organization in its sole discretion. I will ensure that all rights that any officially sanctioned photographer (s) may have in any official publicity photographs of me are released by that photographer (s) in favor and that any such photographer (s) shall provide a written release of such rights on a form acceptable to the Miss Organization. I understand and agree that the provisions of this section shall specifically survive the termination of this Application and Contract.
6.5.	Scholarship Grants and Forfeitures. I understand and agree that the grant of scholarships by the Miss Organization is subject to the terms and conditions of the Scholarship Rules and Regulations attached to this Application and Contract as Attachment "C". By signing this Application and Contract, I agree to be bound by those rules and regulations. I understand that all scholarships that I may be awarded will be non-forfeitable in the event that I breach this Contract or fail to perform any duties that I may have as a Contestant. I also understand and agree, however, that such scholarships may be forfeited if I have made any misrepresentations as to my eligibility to compete.
6.6.	Documents and Information; Cooperation with Inquiries. I agree to provide the Miss Organization, at its request, with any documents or information necessary to determine any question with regard to my initial or continuing eligibility to compete or to complete my Year of Service. I also agree to cooperate fully with any inquiry undertaken by the Miss Organization in connection with my initial or continuing eligibility,

	and to provide sworn statements and any relevant documents if requested to do so by the Miss Organization.
6.7.	Termination of Eligibility. I understand and agree that if:
	<b>6.7.1.</b> any of the representations or statements made by me in this Application and Contract or any of its attachments is determined by the Miss Organization to be false;
	<b>6.7.2.</b> there is a change of circumstances that would affect my eligibility to participate fully in the competition or to complete my Year of Service, including without limitation changes in my ability to participate in all activities, citizenship, marital or parental status, good character and reputation or, behavior that is, or the MissOrganization perceives as contrary to the Miss America Program or its elements as described in Paragraph 1.1 of this contract, or if relevant to my eligibility to participate in the competition, my residence, employment or educational status;
	<b>6.7.3.</b> I fail to conduct myself in a manner which, in the sole and exclusive judgment of the Miss Organization, is consistent with the standards and dignity of the Program; or
	<b>6.7.4.</b> I do not abide by the Rules for the Local Competition Finals as set forth in the competition guidelines and limitations that will be applicable to my activities if I am selected as Miss
	<b>6.7.5.</b> I suffer any medical condition or disability, which, in the sole and exclusive judgment of the Miss Organization, impairs my ability to perform the duties, expected of me as a Contestant.
	The Miss Organization shall have the right, in its sole and exclusive judgment, to determine that I am not eligible to participate or continue to participate in the competition or to complete my Year of Service. In that event, all titles, awards, and perquisites of my position as a Contestant, as appropriate, shall be terminated and forfeited, subject to the provisions of Section 6.5 of this Application and Contract.
6.8.	Public Release of Information. I understand that some elements of the Program, and in particular the competition and the public appearances of Miss during the Year of Service, are frequently the subject of intense media and public interest and scrutiny. I further understand that it is very important for the Miss Organization to maintain a high level of public trust in and acceptance of the integrity of, and manner of conducting, the competition and the qualifications and conduct of Contestants. Accordingly, I authorize the Miss Organization, in the exercise of its sole and exclusive discretion, to release and to comment publicly upon any truthful information concerning my eligibility or continued eligibility to participate or to complete my Year of Service.
6.9.	Uniqueness of Contract and Services; Injunctions. I understand and agree that the services and duties described in this Application and Contract are unique and extraordinary and that there is no adequate remedy at law for any breach of this Application and Contract by me. Therefore, in the event of any such breach, or in the event of such a breach that is attempted or threatened, I agree that the Miss Organization shall be entitled to equitable relief by way of injunction or otherwise to prevent or repair such breach or attempted or threatened breach.

be construed and interpreted under the laws of the State of New Jersey. 6.11. Entire Agreement; Enforceability. When signed and approved by the Miss Organization, this Application and Contract, together with its attachments, shall solely and exclusively determine my rights, privileges and responsibilities to the Miss Organization. No oral or other written statement that is in any way inconsistent with the provisions of this Application and Contract shall be binding upon me or Organization. If any provision of this Application and upon the Miss Contract should be declared void or unenforceable, such provision shall be deemed omitted from this Application and Contract. In that event, the remainder of this Application and Contract shall remain in full force and effect. **6.12.** Arbitration of Disputes. Any controversy or claim arising out of or relating to this Application and Contract or any breach thereof shall be submitted to arbitration in New Jersey in accordance with the Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. I understand that I am giving up my right to bring claims in a court of law or have a jury resolve any controversy or claim arising out of or relating to this Application or Contract. This Section shall not in any way affect the rights of the Miss Organization to (1) seek injunctive relief as provided in Section 6.9 of this Application and Contract, or (2) take any action permitted by this Application and Contract to enforce the eligibility standards of the

Program in the event that time does not permit the completion of an arbitration process before

6.10. Applicability of New Jersey Law. This Application and Contract and its attachments shall

action must be taken.

		ents, I request the Miss as a Contestant in the Miss
comply with all of the terms and attachments.	I conditions of t	Organization accepts this application, I agree to his Application and Contract, together with its
DATE		CONTESTANT SIGNATURE
State of		
County of	: SS	Affidavit of Truthfulness
•		t making this Application, of full age and being
duly sworn according to law, upon h		
I do hereby swear that the stattachments are true.	tatements made	e in this Application and Contract and its
Sworn and subscribed to before me this day of		
		CONTESTANT SIGNATURE
Notary Public of		
Appro	oval of Application	on for Participation
The Miss	Organizat	ion hereby APPROVES this Application and
		of the Contestant on the terms provided in may compete in the competition pursuant to
the terms of this Application and		
Date:	Signed:	- <u></u>
	ŭ	EXECUTIVE DIRECTOR
Print Name:	The Miss	sOrganization
		ORGANIZATION NAME

# (To be completed by the Parent(s) or Guardian(s) of a Contestant who is not yet 18 years of age on the date of this Application and Contract)

State of	of	-	
County	/ of	: ss -	Affidavit of Parent or Guardian
Conte	undersigned parent stant named in this ding to law, upon my oa	Application	n of, who is the and Contract, of full age and being duly sworn and say:
1.	attachments. To the	best of my	e provisions of this Application and Contract and its knowledge, information and belief, all of the factual and Contract by the Contestant are true.
2.	I have been given the advice regarding this Ap		o consult with an attorney of my choosing to seek legal Contract.
3.	I consent to the execution	on of this App	olication and Contract by the Contestant.
4.	On behalf of the Cont Contract and its attachn		ee to the terms and conditions of this Application and
5.	picture or any present of advertisement of any co	or future title ommercial pro	person, firm, or corporation to use the name, photograph, of the Contestant in connection with any endorsement or oduct for or on behalf of the Contestant, nor has any other o, other than a co-signer of this affidavit.
6.	any present or future advertisement of any of	title of the commercial p	n, or corporation to use the name, photograph, picture or Contestant in connection with any endorsement or roduct for or on behalf of the Contestant other than in conditions of this Application and Contract and its
l do he	ereby swear that the sta	atements ma	ide in this affidavit are true.
Sworn	and subscribed to before	e me	
this	day of	, 20	:
	•		PLEASE PRINT PARENT/GUARDIAN NAME
Notary	Public of		
			PARENT/GUARDIAN SIGNATURE

#### 2018 Local Contestant Coaching Disclosure

## Include interview prep, talent or choreography coaches, as well as anyone involved in a coaching business.

Adherence to the rules and guidelines detailed in the Miss America 2018 Local Contestant Contract is critical to our program's success. The clause below is a significant part of that contract and demonstrates one aspect of the contestant's commitment to service.

Section 5: Commitment for Service as Miss 2018

**5.5.8.** determine the best method of preparing me for the next level of competition. I understand that the Miss America Organization does not endorse nor promote the use of individuals nor businesses who act as pageant coaches, etc., whether they are paid or offer services at no charge. However, the use of a coach may transpire as long as the Local Director agrees and collaborates on such arrangement in order to prepare me for the next level of competition. If my Local and/or State Executive Director does approve the hiring or utilizing a pageant coach, then a signed Coaching Disclosure Form must be presented to the Local and State Organization no less than seven (7) days before the Local Competition.

I understand that coaching relationships that are not properly disclosed will not be tolerated in the Miss America Organization. Non-Disclosure Agreements (NDA's) or any other legally binding contract designed to conceal a coaching/contestant relationship is expressly prohibited. Any and all other contracts are superseded by the MAO State Organization Agreement and Contestant Contracts.

This Coaching Disclosure Form is to be completed and signed and then approved by the State Executive Director. Failure to provide complete information on any current coaches or coaching businesses that a contestant has engaged to work as a prep person or team, up to and during the 2019 National Finals, carries serious consequences.

#### Contestant Statement

I am currently working with the following coach, coaches or coaching business:

Contestant Name:			
State Title:			
Coach's Name:			
Location:	City	State	
Coaching Business:		<del></del>	
Location:	City	State	
not engage any coach not signed a coaching	, coaching business or prep contract or non-disclosure a lerstand the consequences i	a coaching business, other than as disclosed herein, o team unless approved by my State Executive Directo agreement with any coach or coaching business, other if I am not forthright in my disclosure statement.	r. I have
		Contestant Signature	
State Executive Direc	ctor:		
State Executive Direc Signature:	ctor's		
Date:			

Note: If you are working with more than one coach or coaching business, a separate form must be completed for each.

# 2018 Local Contestant Statement of Understanding Other Competitions

Adherence to the rules and guidelines detailed in the Miss America 2018 Local Contestant Contract is critical to our program's success. The following clause details the rules regarding other competition/pageant systems. This is to confirm that you do not currently hold a title or are associated in any way with another competition system. Once you have read the full clause, please sign the affirmation of understanding statement below.

#### 2.7. Contractual and Other Obligations.

is selected or appointed. I agree that, d the full term of the position of Miss with, promote, perform, judge or becinternational competition or preliminary limited to the National Sweetheart Page	I continue to hold the title of Miss until my successor uring my service in that role and until after the scheduled completion of for which I was selected, I will not associate in any way ome a contestant or participant in any other regional, national or competition of a similar nature to the National Finals, including but not ant/Competition in Hoopeston, Illinois. I also represent that I am not a ny other regional, national or international competition or local or state e to the National Finals.	
	e completed, signed and approved by the State Executive Director. I lly comply with the contestant contract, including but not limited to, Other nent.	
	Contestant Statement	
Contestant Name:		
State Title:		
Contestant Affirmation: I have read and understand the Other Competitions clause. I affirm that I do not hold a title with any other competition/pageant system and that I will not enter or associate in any way with, promote, perform judge or become a contestant or participant in any other program's local, state, regional, national or international competition or preliminary competition of a similar nature to the National Finals, including but not limited to the National Sweetheart Pageant/Competition in Hoopeston, Illinois. I understand the consequences if I am not forthright in my disclosure statement.		
Contestant's Signature:	Contestant Cimpeture	
	Contestant Signature	
State Executive Director:		
State Executive Director's Signature:		
	State Executive Director Signature	
Date:		

## Attachment A Supplemental Fact Sheet Page 1

Local Name:	Platform:	
Full Name (as you wish it listed in Prog	gram Book):	
Full Name Phonetic Pronunciation:		
Date of Birth:	Age:	
I confirm I will not be older than tw	wenty-five (25) years old on December 3	1, 2018
Home Telephone Number: () _		
Cell Phone Number: () _		
Email Address:		
College Information (if appropriate):		
Year Graduated:		
Scholastic Honors: (3)		
Graduate School Information (if approp	priate):	
Name of College/University:		
Degree Sought:		
Dates of Attendance:		
Current Status:		
Other Accomplishments:		
	r talent presentation. Merely indicate if you play a musical instrument (which one?), p	
		DATE

## Attachment A Supplemental Fact Sheet Page 2

Special training in music, drama, dance, art:	
Father's Name:	
Mother's Name:	
Brothers and Sisters:	
Name:	Age:
Name:	Age:
Name:	Age:
Other interesting facts about yourself:	
Program to become involved in the community by	ourages the young women who participate in the y supporting Children's Miracle Network Hospitals. ersonal issue, what personal issue would you want
Attachments (check here if included):	
<ul> <li>Copy of Birth Certificate (Section 2.2)</li> <li>Copy of Driver's License or Government Issu</li> <li>Proof of Residence (Section 2.3.1)</li> <li>Official College Transcript (Section 2.3.2.1)</li> <li>Official Transcript of College Registration for</li> <li>Copy of College Degree (Section 2.3.2.3)</li> <li>Official Graduate School Transcript (Section</li> <li>Official Transcript of Graduate School Regis</li> <li>Copy of Graduate School Degree (Section 2</li> <li>Employer W-2 Form (Section 2.3.3)</li> <li>Income Tax Filing (Section 2.3.3)</li> </ul>	c Current Classes (Section 2.3.2.2) 2.3.2.4) Stration for Current Classes (Section 2.3.2.5)
	INITIALS
	DATE

# Attachment B Medical Information Form

Page 1

Please use this form to provide any information referenced in Section 3.2.

Local Name:		
Contestant's Name:		
Date of Birth:		
Home Address:		
Who should be called in case of an emerg	gency?	
Name:		
Address:		
Phone: <b>Home:</b>	Cell:	
Medical Insurance Company / HMO Name: _		
Employer or Company Name (If Group Plan)	:	
Policy Number:		
Name of Subscriber:		
Subscriber's address through December, 20_	:	
Relationship of Subscriber to you:Self	f Parent/Guardian	Other
Family Physician:		
Physician's Phone: <b>Home:</b>	Office:	
Your Blood Type:		
Medications to which you have an allergic rea	action:	
	discomfort (in reference to section	2 2 1 of the Contract)

## Attachment B Medical Information Form

Page 2

Any Food Allergies:
Dental Insurance Company Name:
Address:
Employer or Company Name (If Group Plan):
Policy Number:
Name of Subscriber:
Subscriber's Address through December, 20:
Relationship of Subscriber to you: Self Parent/Guardian Other
PLEASE ATTACH A COPY OF YOUR INSURANCE CARDS, INCLUDING MEDICAL, PRESCRIPTION AND DENTAL.
I certify the policy(s) named above is now in force and will be maintained through December, 20  understand that contestants are responsible for all medical/dental expenses incurred during the time in who they participate in the Miss competition activities and that neither the Miss Organization nor its medical insurance plan will be responsible for any seexpenses. I certify that the above information is true and accurate.
CONTESTANT SIGNATURE AND DATE*  PARENT/GUARDIAN SIGNATURE AND DATE*
Pre-Authorization for Medical Treatment Regarding Contestants below the Age of 18:
I hereby authorize the MissOrganization physician, other appropri health care provider and/or MissOrganization's registered nurse perform medical treatment deemed necessary for:
(CONTESTANT NAME)
PARENT/GUARDIAN SIGNATURE AND DATE
*If the contestant is below the age of 18, the parent or guardian must sign the above Medi Responsibility and Authorization Information Form. In all other cases, either the contestant or

parent/guardian may sign. The completed form must be returned with the contestant contract.

#### IN THE EVENT THAT YOU DO NOT HAVE MEDICAL AND/OR DENTAL INSURANCE

i certify that I do not have medical and/or dental insurance coverage and I understand that
contestants are fully responsible for any and all medical / dental expenses incurred during the time in
which they participate in Miss Competition activities and that neither the Miss
Organization nor its medical insurance plan will be responsible for any such
expenses. I certify that the above information is true and accurate.
CONTESTANT SIGNATURE AND DATE*
Medical / Dental Insurance Coverage Regarding Contestants below the Age of 18.
I certify that I do not have medical and/or dental insurance coverage and I understand that
contestants are fully responsible for any and all medical / dental expenses incurred during the time in
which they participate in Miss Competition activities and that neither the Miss
Organization nor its medical insurance plan will be responsible for any such
expenses. I certify that the above information is true and accurate for:
(CONTESTANT NAME)
PARENT/GUARDIAN SIGNATURE AND DATE

\*If the contestant is below the age of 18, the parent or guardian must sign the above Medical Responsibility and Authorization Information Form. In all other cases, either the contestant or her parent/guardian may sign. The completed form must be returned with the contestant contract.

### ATTACHMENT C

### 2018 LOCAL SCHOLARSHIP RULES AND REGULATIONS