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

	THE MISS _		ORGANIZATIO	ON
	Applic	cation and Contract fo	r Participation in the	
	2018 MIS	s	COMPETITION	I
	Con	ntestant:		
		Section 1: Intro	oduction	
1.1.	of the State of operated a program of women within the State Organization has made the unique symbols a international recognition providing educational anot yet begun to assured educational advancem talent, poise, intellect, enter the competition	offering scholarship assiste of	non-profit corporation organice Miss trance and career opportung In doing so, The Missis in, and has developed a very gram that have achieved be elements include but are scholarships to young adult of family life and are interest to the content of the traits of honest depend on the traits depend o	Organization has nities for the young valuable identity for, national and even e not limited to (1) It women who have ested in career and sty, good character, en of America who has to serve as role
1.2.	The competition is a compension of the Programme combine a respect for	critically important, and t am.  The competition is	nds to conduct a competition on on he single most visible and conducted in a fashion in foundations of the Progree American people.	widely recognized, that is designed to
1.3.	shall be entitled to that 20 During this p may include travel and activities are designed Organization in order to visibility and maintain it has also developed of the durintended to protect and American people, and	t title until her successor period (the "Year of Servind participation in person d, scheduled, arranged at to reflect the values and its broad public acceptandetailed procedures that uring her Year of Servind enhance the substantial to assure that the Programmer of Servind enhance that the Programmer is to assure that the successory.	al appearances throughouth appearances throughouth and supervised by The Miss standards of the Program ce. The Misst govern the activities an	and to enhance its Organization d conduct of Miss and standards are Program among the e to operate for the
1.4.	In seeking to participat	te in the competition, eac	ch Contestant must underst	and and accept 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
S	is inconsistent with the rules and regulations of the Program.  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 <u>not</u> 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.

, State of I have resided at this address sinc
I have included with Attachment A, the Supplemental Fact Sheet, a copy of m
driver's license or a government issued identification card and proof of this residency in th
form of (driver's license, automobile registration
current property mortgage or lease in my name, or other official document establishin
residency). If my residency at this location was established within the six (6) month
preceding the Local or State competition in which I am competing, my last previous residence
was at in the city of, State of, Cate) to, State of,,
I lived at that address from, (date) to
If requested, I agree to provide the Miss Organization with an additional information or documents that may be required within five (5) business days of the
additional information of documents that may be required within live (5) business days of the
request to determine my residency in the state of, if my residence i relevant to my eligibility. I fully understand that additional proof of residency may b
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.
automobile registration, tax illings, voter registration card, etc.
2.3.2. If I am claiming eligibility to compete based upon my status as a student in the state i
which I am competing, I must have (a) successfully completed at least one semester as a ful
time (at least 12 credit hours) student, and presently be enrolled and physically attendin
classes on a full-time basis at an accredited college or university in the state in which I ar
competing, or (b) have graduated from an accredited college or university in the state in whic
I am competing between the date I was declared the winner of a local competition dul
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 m
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 tha
two (2) full-time semesters may have elapsed between the completion of my last full-tim
semester and the beginning of the next full-time semester that I am attending at a college of
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 have received credits for courses totaling hours. I have attached to the
Supplemental Fact Sheet an official College/University transcript that shows thes
credits.
ordato.
( ) 2.3.2.2. I am currently enrolled at
() 2.3.2.2. I am currently enrolled at, State of, where I ar
presently attending classes inaccredited courses. I represent and warrant that
am considered a "full time student" by the college or university that I attend and that
am physically attending classes in the state in which I intend to compete. I hav
attached to the Supplemental Fact Sheet an official copy of a registration form from
the school that shows this enrollment.
() <b>2.3.2.3.</b> I received a degree from College/University in the city of , State of in
College/University in the city of , State of in
(month/year). I have attached a copy of this degree or an official College/Universit
transcript indicating the degree awarded to the Supplemental Fact Sheet.
/ \0.0.0.4
() 2.3.2.4. I have completed semesters of study a
Graduate School in the city of, State of, State of, I have received credits for courses totaling hours. I have attache
an official College/University transcript to the Supplemental Fact Sheet that show
these credits.

	() 2.3.2.5. I am currently enrolled at School, in the city of presently attending classes in warrant that I am considered a "full time s that I am physically attending classes in the attached to the Supplemental Fact Sheet the school that shows this enrollment.	tudent" by the Graduate the state in which I intend	School I attend and to compete. I have
	() 2.3.2.6. I received a Graduate School in the city of (month/year). I have attached College/University transcript indicating the Sheet.	d a copy of this degi	ree or an official
t v F F c t	2.3.3. If I am claiming eligibility to compete in based on my employment even though I am boundary in which I am competing, I am and working in the state or geographic boundary (physically working either a) in the state or geographer week or b) working in the state or geographer week or b) working in the state or geographer week or b) working in the state or geographer week or b) working in the state or geographer week or b) working in the state or geographer week or b) working in the state or geographer week or b) working in the state or geographic weeks immediately preceding the data or remain eligible I must maintain such employment and subsequently the national finals.	not a resident of the sinave been a bona fide employed by one or moraphic boundary for at least aphic boundary full-time turs per week). Such emphitinuous period of at least eof my first local competing	tate or geographic full-time employee ore employers and ast forty (40) hours as defined by my ployment and hours ast twenty-six (26) ition and in addition
	Name of Current Employer: Address of Employer: Phone Number of Employer: () Nature of Position: Dates of Employment:		
II C €	If requested, I agree to provide the Miss	rithin five (5) business day graphic boundary which stand that additional infor	ys of the request to I competed, if my
2.4.	Citizenship. I am a citizen of the United States o	f America.	
c h ii	Education. In order to be eligible to compete, I ndate of my first competition, or have successfull high school equivalency, or have successfully conto an accredited college/university degree prograth immediately preceding the National Finals. (	y completed the G.E.D. the properties of the academic recame requiring physical attentions.	testing program for quirements for entry endance by the July
	() <b>2.5.1.</b> I received a High School High School High School	ol diploma in ool in the city of	(month/year) from , State
	() <b>2.5.2.</b> I received a G.E.D. certificate		

	() <b>2.5.3.</b> I have been accepted into an accredited college/university degree 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.
	<b>2.6.2. Marital Status.</b> 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 MissOrganization, I will provide or cause my health care provider(s) to provide the MissOrganization 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 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, Lunderstand that Lam required to raise a minimum of One

· · · · · · · · · · · · · · · · · · ·	etermined by my local organization, no later than the
2.7.1.2. As the Local titleholder, Miss to raise a minimum of five hundred do organization, no later than the beginning	, I understand that I am required pllars (\$500.00) by a date determined by my state g of state competition activities.
	, I understand that I am required to rs (\$1,000.00), no later than thirty (30) days prior to
www.MissAmericaforkids.org, which will	eate a personal profile on the fundraising website, assist me in performing other acts and deeds in uirements of MAO, as the same may change from
chat participation in the first local or state completed participation. I have not authorized chotograph, picture, or present or future endorsement to advertise any commercipation for the Scontract with any person, firm or corporate hold, nor have I made any commitments from legal obligations that would prevent of the Competition, any othe Finals or, if selected as Miss America, in the regulations and conditions of the Program	
<ol><li>2.7.3. Other Competitions. If I win, I wi until my successor is selected or appoint</li></ol>	ed. I agree that, during my service in that role and

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
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, the Miss America Organization and the Program has caused or is reasonably likely to cause harm, I agree to
discontinue any such use immediately. I understand and agree that the judgment of the Miss
Organization shall be final 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 official capacity as Miss, for the public announcement of a marriage proposal or marriage engagement, unless the Miss
announcement of a marriage proposal or marriage engagement, unless the Miss Organization has specifically granted me written permission to make a public
announcement of a marriage proposal or engagement.
2.7.6. If selected as Miss, my actions and conduct will be representative of the integrity and esteem of the Miss America Organization. I acknowledge that I am an official representative of the MissOrganization and I will not engage in any actions or behavior that could be perceived by the MissOrganization as contrary to the Miss America Program or its elements.
2.7.7. Attorney Review of Application and Contract. I have been given a sufficient opportunity to review this Application and Contract and its attachments, including the Supplemental Fact Sheet (Attachment A); Medical Information Form (Attachment B); the Scholarship Rules and Regulations (Attachment C). I have also had the opportunity to consult with an attorney of my own choosing to give me legal advice with regard to this Application and Contract. I understand that this Application and Contract is a legal document and that if I sign and submit it to the Miss Organization and it is accepted, I have agreed to be bound by this Application and Contract and its attachments.
2.7.8. Changes in Circumstances. I understand and agree that if, at any time after I file this Application and Contract with the Miss Organization, including during my Year of Service, any of the facts stated in this Application and Contract or its attachments including but not limited to those related to my ability to fully participate in all activities should change at any time, I am obligated to report any such change in writing immediately to the Miss Organization. I also understand that if I fail to do so, the Miss Organization may, in its sole discretion, determine to limit or prevent my participation or to terminate my Year of Service as Miss 20
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### **Section 3: Personal and Professional Background Information**

3.1.	Emplo	yment History.				
	3.1.1.	3.1.1. Present Employment. I am presently employed () full-time () part-time (check as applicable) by, located in the city of ar my responsibilities include				
	3.1.2.				nave worked in the followi	ing
				_		
3.2.	Medic				formation Form).	
	disabil	ity that will prohib		y ability to fulf	from any illness, disease ill my obligations under t neck as applicable):	
	() 3.2.1.1. I am receiving treatment or medication for the condition described in Attachment B () 3.2.1.2. I am not receiving treatment or medication for this condition described in Attachment B.  AND					
	() 3.2.1.3. 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.  () 3.2.1.4. I do not 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.					
		Section 4: Parti	cipation in the Miss		_Competition	
4.1.	leading sched bound the pro D. My the Mi 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 Mis regulations governing th warding and supervision te competition may inclu Organization include	e Miss of all scholars de public appea ing, but not lin still photo ses	s of events and appearance Program. These events a Organization. I will Organization a hips described in Attachme arances scheduled for me nited to, television and racsions, and video and audie competition.	are be and ent by dio
4.2.	Organ discre also d	ization shall detern tion. I further unde etermine the time,	erstand and agree that th method and manner of ju	thod of conduct e Miss udging the com	the Miss organization in its some competition in its some control of the persons designated the missing and the persons designated	nall ind

	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 Miss competition, 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 at 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 Miss Organization during my Year of Service. I am and will remain an independent contractor with respect to the Miss Organization. The authority granted by this Application and Contract to the Miss Organization to act on my behalf is intended for the mutual convenience of the Miss Organization 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.

5.6.	Sponsorship Fees and Payments to the Miss	Organization.
	understand and agree that, in addition to the payments that the Miss Organization, as my exclusive agent and representative, negotiates and	 d approves on my
	behalf for my compensation for my appearances and services, the Miss	
	Organization may also contract for and receive sponsorship fees and other	
	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	
	payments nor have the discretion to refuse any sponsor arrangements neg Organization.	otiated by the Miss
5.7.	Numbers of Appearances. I understand and agree that the Miss	
	Organization has made and makes no representations to me as to the number the appearances that I may be asked to make or the amount of compreceive 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 appearance the Contestant who will be selected at the competition. I agree that such binding on me to the same extent as if the Miss Organization on my behalf after the commencement of my Year of Service.	es and services of th contracts will be
5.9.	Membership in Unions. If and when requested by the Miss I agree to become a member of such unions or guilds as may be necessary as a variety artist or for fashion purposes in any film, taped or recorded products, commercials, motion pictures, photographic sessions or personal	/ in order to appear radio or television
5.10.	Prohibition of Endorsement of Competing Products and Services.	
0.10.	the Miss Organization has contracted in the past, and	
	future, for the financial support of commercial companies and org	

	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
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 Miss Organization 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.

- 6.10. Applicability of New Jersey Law. This Application and Contract and its attachments shall 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
- Contract shall remain in full force and effect.

  Mhen signed and approved by the Miss signed and approved by the Miss spall 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 upon the Miss Organization. If any provision of this Application and 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 action must be taken.

	ese statements and agreer	
Organization to accept r	ny application to participa	te as a Contestant in the Miss
Competition. If the Miss	torms and conditions of	Organization accepts this application, I agree to this Application and Contract, together with its
attachments.	terms and conditions of	this Application and Contract, together with its
attachments.		
DATE		CONTESTANT SIGNATURE
State of		
	: ss	Affidavit of Truthfulness
County of		
	the Contacts	ant making this Application of full ago and being
	, the Contesta law, upon her oath depose	ant making this Application, of full age and being
duly sworn according to	aw, upon her bath depose	s and says.
I do horoby swear th	and the statements ma	de in this Application and Contract and its
attachments are true.	iat the statements ma	se in this Application and Contract and its
attachments are true.		
Sworn and subscribed to	hefore me	
this day of		
uns day or	, 20	CONTESTANT SIGNATURE
Notary Public of		
•		
	Approval of Applicat	tion for Participation
The Mice		•
	Organiz	ation hereby APPROVES this Application and
Contract and accepts	Organiz appointment as the age	ation hereby APPROVES this Application and not of the Contestant on the terms provided in
Contract and accepts this Application and C	Organiz appointment as the age ontract. The Contestan	ation hereby APPROVES this Application and not of the Contestant on the terms provided in the may compete in the competition pursuant to
Contract and accepts this Application and C	Organiz appointment as the age	ation hereby APPROVES this Application and not of the Contestant on the terms provided in the may compete in the competition pursuant to
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Contract and accepts this Application and C the terms of this Applic	Organiz appointment as the age ontract. The Contestan cation and Contract and i	ation hereby APPROVES this Application and not of the Contestant on the terms provided in the may compete in the competition pursuant to ts attachments.

# (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	<i>t</i> of	: ss Affidavit of Parent or Guardian					
	undersigned parent stant named in this ding to law, upon my o			ntract, of full	age and b	, who being duly	is the sworn
1.	I have read and I ur attachments. To the statements made in this	best of my	knowled	ge, information	and belief,	all of the	
2.	I have been given the advice regarding this Ap				ey of my cho	osing to see	k legal
3.	I consent to the execution	on of this Appl	lication a	nd Contract by	the Contestar	nt.	
4.	On behalf of the Cont Contract and its attachn		ee to the	e terms and co	onditions of the	his Applicati	on and
5.	I have not previously au picture or any present of advertisement of any co person ever been author	or future title o	of the Co	ntestant in con or on behalf of t	nection with a he Contestan	any endorser t, nor has an	ment or
6.	I shall not authorize and any present or future advertisement of any caccordance with the attachments.	title of the commercial pr	Contes	tant in connec r or on behalf	tion with an of the Conte	y endorsem stant other	nent or than in
l do he	ereby swear that the sta	atements ma	de in thi	s affidavit are t	true.		
Sworn	and subscribed to before	e me					
	day of						
			_	PLEASE PRINT P	ARENT/GUARDIA	AN NAME	
Notary	Public of						
				PARENT/GUARD	DIAN 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:			
Local Title:			
Coach's Name:			
Location:	City	State	
Coaching Business:			
Location:	City	State	
not engage any coach not signed a coaching	n, coaching business or prep contract or non-disclosure a derstand the consequences i	a coaching business, other than as disclosed herein, team unless approved by my State Executive Director agreement with any coach or coaching business, other if I am not forthright in my disclosure statement.	r. I have
		Contestant Signature	
State Executive Dire	ctor:		
State Executive Direction 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 bed international competition or preliminary limited to the National Sweetheart Page	Il continue to hold the title of Miss	ot associate in any way er regional, national or Finals, including but not epresent that I am not a	
understand that failure to observe and fu	This Other Competitions Form is to be completed, signed and approved by the State Executive Director understand that failure to observe and fully comply with the contestant contract, including but not limited to, Oth Competitions, is a violation of this agreement.		
	Contestant Statement		
Contestant Name:			
Local Title:			
title with any other competition/pageant perform judge or become a contestant international competition or preliminary limited to the National Sweetheart Pagea am not forthright in my disclosure statem	d understand the Other Competitions clause. I a system and that I will not enter or associate in or participant in any other program's local, sta competition of a similar nature to the National I ant/Competition in Hoopeston, Illinois. I understantent.	any way with, promote, ite, regional, national or Finals, including but not	
Contestant's Signature:	Contractont Signatura		
Otata E a sufficie Bissatura	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 Progra	m Book):
Full Name Phonetic Pronunciation:	
Date of Birth:	Age:
I confirm I will not be older than twer	nty-five (25) years old on December 31, 2018
Home Telephone Number: ()	
Cell Phone Number: ()	
Email Address:	
College Information (if appropriate):	
Name of College/University:	
Year Graduated:	
College Major:	
Declared Minor:	
Scholastic Honors: (3)	
Scholastic Ambition:	
Career Ambition:	
Graduate School Information (if appropria	
Name of College/University:	
Degree Sought:	
Dates of Attendance:	
Current Status:	
Other Accomplishments:	
	ent presentation. Merely indicate if you will dance (ballet, by a musical instrument (which one?), perform a comedy INITIALS

## Attachment A Supplemental Fact Sheet Page 2

Special training in music, drama, dance, art:		
Father's Name:		
Name:	Age:	
Name:	Age:	
Name:		
Other interesting facts about yourself:		
	upporting Children's Miracle Network Hospitals.	
Attachments (check here if included):		
<ul> <li>Copy of Birth Certificate (Section 2.2)</li> <li>Copy of Driver's License or Government Issued</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 Composition (Section 2.3.2.3)</li> <li>Official Graduate School Transcript (Section 2.3.2.3)</li> <li>Official Transcript of Graduate School Registrat</li> <li>Copy of Graduate School Degree (Section 2.3.2.2)</li> <li>Employer W-2 Form (Section 2.3.3)</li> <li>Income Tax Filing (Section 2.3.3)</li> </ul>	urrent Classes (Section 2.3.2.2) 3.2.4) tion for Current Classes (Section 2.3.2.5)	
	INITIALS	

# 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 emerge		
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	Parent/Guardian	Other
Family Physician:		
Physician's Phone: <b>Home:</b>	Office:	
Your Blood Type:		
Medications to which you have an allergic reac		
Any physical problems that could cause you di	scomfort (in reference to section	n 3.2.1 of the Contract)
		INITIAL
		DAT

## 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 which they participate in the Miss competition activities and that neither the Mis Organization nor its medical insurance plan will be responsible for any successors. 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 appropriate health care provider and/or MissOrganization's registered nurse to 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 Medica Responsibility and Authorization Information Form. In all other cases, either the contestant or he

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:
expenses. I sortily that the above information is true and assurate for.
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