

**Contestant for**

MISS \_\_\_\_\_ USA

(Name of State)

**Contestant’s Official Entry Form/Contract  
Rules, Regulations and Terms**

(“Agreement”)

For Contestants for the State Pageant Preliminary to the 2024 MISS USA® Pageant

I am making the representations, disclosures, and agreements described below so that I will be eligible to participate in the state pageant in the state named above (for purposes of this Agreement, the District of Columbia is considered a state) (the “State) preliminary to the 2024 Miss USA Pageant (the “State Pageant”). I understand this is an important legal document relating to my participation in the State Pageant, and by signing this document I am waiving legal rights I may have against JKN Universe, LLC d/b/a The Miss Universe Organization (“Miss Universe”), and their respective parents, subsidiaries, directors, officers, shareholders, members, managers, affiliates, successors and assigns, sponsors, VVV Global Ent., LLC of the State Pageant and others (collectively, the “Parties”).

1. I represent and warrant as follows:

- (a) I understand and agree that in this Agreement, “Miss Universe” means JKN Universe, LLC d/b/a the Miss Universe Organization; “you” or “Licensee” means RPM Productions, Inc., who is the person or entity that conducts the State Pageant (except as otherwise defined in Paragraph 5 below); the “License Agreement” means the Miss USA Preliminary State Pageant License Agreement between Miss Universe (and/or its successors and/or assigns) and Licensee; and, all other capitalized terms have the same meanings as in the License Agreement unless otherwise defined in this Agreement.
- (b) I understand and agree that you shall determine, in your sole judgment, the contestants for the State Pageant in accordance with standards prescribed by Miss Universe from time to time, which may change or be modified from the requirements set forth herein. I understand that you have no obligation to determine that I am entitled to serve as a contestant, even if I meet all eligibility requirements and any lawful selection criteria you may establish. I further understand and agree that you will determine all eligibility issues for competition in the State Pageant in your sole judgment in accordance with standards prescribed by Miss Universe from time to time (although I understand that you alone, and not Miss Universe, will be applying such standards), and I agree to abide by your determinations both as to myself and all other contestants as to eligibility for competition in the State Pageant. If I am the winner of the State Pageant, I understand and agree that Miss Universe will, in its sole judgment, determine who will serve as a contestant in the 2024 Miss USA Pageant and

Initial Here: \_\_\_\_\_

determine all eligibility issues for competition in the 2024 Miss USA Pageant, and I agree to abide by Miss Universe's determinations both as to myself and other 2024 Miss USA Pageant contestants. I further understand that if I am the winner of the State Pageant, Miss Universe's only obligation will be to accept me as a contestant in the 2024 Miss USA Pageant, provided that I at all times have satisfied all the eligibility requirements and complied with and fulfilled all of my obligations, including, without limitation, those obligations set forth in this Agreement (including, without limitation, Paragraphs 1[e] and 4 below) and in the Contestant's Official Entry Form/Contract for the 2024 Miss USA Pageant. I further agree to accept the obligations I will incur as a contestant for the State Pageant under this Agreement.

- (c) Intentionally Omitted.
- (d) I represent and warrant that I am a citizen of the United States and will remain a citizen of the United States through the State Pageant and, if I win the State Pageant, through the 2024 Miss USA Pageant.
- (e) I satisfy either 1(e)(1) or 1(e)(2) regarding the residency and documentation requirements:
  - (1) I now reside and have resided in my State as my "permanent and primary residence" (as defined below) for a period of at least ninety (90) consecutive days immediately prior to the date of the State Pageant. "Permanent and primary residence" or "permanent and primary residency" means my true, fixed and permanent domicile which I intend to make my permanent home. In order to establish my compliance with these residency requirements, I am attaching photocopies of at least three (3) of the following types of bona fide documents, at least one of which must be of document type (a) through (e):
    - (a) my driver's license;
    - (b) my voter identification or registration card and/or proof of voter history provided by the state;
    - (c) my resident tax return from the most recent tax year;
    - (d) my current school records (e.g., transcript or report cards with my address) sufficient to establish the requirements of Paragraph 1(e)(2);
    - (e) employment documents in my name (Form W-2 and pay stubs only) evidencing employment in the state for at least ninety (90) days immediately prior to the commencement of the State Pageant;

Initial Here: \_\_\_\_\_

- (f) lease or deed for a dwelling in my name (evidencing occupancy of dwelling for at least ninety (90) days immediately prior to the date of the State Pageant);
- (g) telephone or utility bills in my name (both the current bill and a bill dating back at least ninety (90) days immediately prior to the date of the State Pageant); or
- (h) bank or credit card statements in my name (both the current statement and a statement dating back at least ninety (90) days immediately prior to the date of the State Pageant).

I will maintain such residency through the State Pageant and, if I win the State Pageant, through the 2024 Miss USA Pageant. If I do not win the State Pageant, and I intend to establish permanent and primary residency in another state, I may not compete in another state's pageant preliminary to the 2024 Miss USA Pageant for a period of at least ninety (90) consecutive days after the date of the State Pageant, unless I qualify to compete pursuant to Paragraph 1(e)(2) below.

(2) I either:

- (i) reside in the State as a full time student at a school, college or university and will have completed one entire semester, trimester or summer session immediately prior to the state pageant, and I will continue to reside in the State as a full time student at that same school, college or university (although I may have spent or be spending the summer in another State). For the avoidance of doubt, I will not satisfy the requirements of Paragraph 1(e)(2) if I reside in one state, and I am enrolled in an online school, college or university located in another state; or
- (j) retain full-time employment in the State (i.e., I work at least forty (40) hours per week in the State, and I qualify for employment benefits provided by my employer) and have maintained such full-time employment for a period of at least ninety (90) days prior to the date of the State Pageant.

In order to establish my compliance with the residency requirements of this Paragraph 1(e)(2), I am attaching either bona fide copies of my current school records (e.g., transcript or report cards with my address) or employment documents in my name (Form W-2 and pay stubs only) evidencing employment in the state for at least ninety (90) days immediately prior to the date of the State Pageant.

I understand and agree that you have the right to reject information or documentation you feel has not been gathered or provided in good faith. I will maintain such residency through the State Pageant and, if I win the State Pageant, through the 2024 Miss USA Pageant.

Initial Here: \_\_\_\_\_

Notwithstanding the foregoing, Miss Universe reserves the right to review and evaluate the residency documentation that I submit in order to ensure that the State is my permanent and primary residence for purposes of this Paragraph 1(e). If Miss Universe determines, in its sole discretion, that the documentation I submitted to fulfill my residency requirements was for the sole purpose of competing in the State Pageant, with no intention of maintaining my residency in the State, Miss Universe will have the right, in its sole judgment, to take any action that it deems appropriate, including without limitation disqualifying me from competing in the State Pageant, terminating my reign as Miss (State) USA 2024 if I win the State Pageant, withholding any Prizes (as defined below) or other compensation to which I may have been entitled, and requiring me to return any Prizes or other compensation I may have already received.

I understand that you will not accept any documents other than the documents referred to above in order to determine whether I comply with the applicable residency requirements.

Please select either 1(e)(1) \_\_\_\_\_; 1(e)(2)(a) \_\_\_\_\_; or 1(e)(2)(b) \_\_\_\_\_

If none are applicable, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(f) I acknowledge that prior to the date of the State Pageant, I did not compete in another state's pageant preliminary to the 2024 Miss USA Pageant for a period of at least ninety (90) consecutive days before the date of the State Pageant, unless I qualified to compete in another state's pageant pursuant to Paragraph 1(e)(2) above. I further understand and agree that I may not compete in more than two (2) state pageants preliminary to the 2024 Miss USA Pageant.

TRUE \_\_\_\_\_ FALSE \_\_\_\_\_

If the above is not true, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(g) I attest that I am a female, recognized legally and medically as such in the United States. If your sex designated at birth was not female, I must be able to provide legal and governmental recognition of her assigned sex as female by the U.S. federal government or her U.S. state of residence (which may include, if requested by us, any certification that she has fully completed sex reassignment required by your State and/or provided by a physician).

(h) I represent and warrant that the date of my birth is: \_\_\_\_\_.

I will be at least 18 before January 1, 2024. **I am attaching a photocopy of my birth certificate or passport in order to establish that I satisfy this age requirement. If**

Initial Here: \_\_\_\_\_

**I was not born in the United States, I am attaching a photocopy of my passport or naturalization papers establishing my age and that I am a citizen of the United States.**

- (i) I represent and warrant that I have never been a contestant or delegate in a Miss USA Pageant or a Miss Universe Pageant. If I am the current titleholder in any other state or national pageant or competition system (other than a system preliminary to the State Pageant), I acknowledge and agree that, unless I receive permission from you and Miss Universe, I must resign that title immediately if I win my State Pageant. I understand that I will not be eligible to compete in the 2024 Miss USA Pageant unless and until I resign my title in such other state or national pageant or competition system and that you or Miss Universe may, in your and/or Miss Universe's sole judgment, terminate my reign as Miss (State) USA 2024 if I do not immediately resign my title in such other state or national pageant or competition system.
- (j) I agree that if I win my State Pageant, I will sign and return to you, within thirty (30) days after completion of the State Pageant, the Contestant's Official Entry Form/Contract for the 2024 Miss USA Pageant. In the event of any inconsistency between the terms, conditions and obligations set forth in the Contestant's Official Entry Form/Contract for the 2024 Miss USA Pageant, on the one hand, and this Agreement, on the other hand, the terms, conditions and obligations of the Contestant's Official Entry Form/Contract for the 2024 Miss USA Pageant shall govern unless otherwise provided. I understand that I will not be eligible to compete in the 2024 Miss USA Pageant unless and until I timely sign and return the Contestant's Official Entry Form/Contract for the 2024 Miss USA Pageant. If I do not timely sign and return the Contestant's Official Entry Form/Contract for the 2024 Miss USA Pageant, I understand that you or Miss Universe may, in your and/or Miss Universe's sole judgment, terminate my reign as Miss (State) USA 2024.
- (k) I represent and warrant that either:
  - (1) I have not authorized or permitted the use of my name, sobriquet, voice, image, likeness (actual or simulated), signature (or facsimile thereof), photographs, caricature, social media handles, persona, nickname, distinctive appearance, gestures/mannerisms, initials and authorized biographical materials in connection with any product or commercial enterprise given any written, verbal or other endorsement of any product, service or commercial enterprise, or entered into any written or verbal agreement with any individual, corporation or organization, which in any way covers, relates to or conflicts with my actions to be performed if I am required by Miss Universe to participate or compete in the 2024 Miss USA Pageant or any events at the site of the 2024 Miss USA Pageant ("Host City") or elsewhere related to the 2024 Miss USA Pageant, or
  - (2) I have taken one or more of the actions described in subparagraph 1(k)(1) above, but: (i) any such contract, agreement, use or endorsement by its

Initial Here: \_\_\_\_\_

terms becomes automatically void and ceases immediately if I become Miss USA 2024 or succeed to the Miss USA 2024 title; and (ii) even if I do not become Miss USA 2024 or succeed to the Miss USA 2024 title, any such contract, agreement, use or endorsement by its terms is suspended and becomes temporarily void during my participation in the 2024 Miss USA Pageant, any promotions leading up to and after the 2024 Miss USA Pageant (including sponsorship promotions), or any events at the Host City or elsewhere related to the 2024 Miss USA Pageant.

I will not enter into any contract or agreement (including but not limited to any product use agreement or endorsements) that does not comply with the requirements of subparagraph 1(k)(2) above. If I am required by Miss Universe to participate in the 2024 Miss USA Pageant, any promotions leading up to and after the 2024 Miss USA Pageant (including sponsorship promotions), or any events at the Host City or elsewhere related to the 2024 Miss USA Pageant, and if I win or succeed to the Miss USA 2024 title, at all times during the period during which I hold such title, I will comply with Miss Universe’s sponsor arrangements (even if Miss Universe’s sponsor arrangements are in direct conflict with any of your sponsor arrangements). I understand that it is your responsibility to inform me of any conflict of any of your sponsors with any of Miss Universe’s sponsors relevant to the above commitments so long as Miss Universe has notified you about Miss Universe’s sponsor(s) in question.

As of this date, I have not entered into, and, if I am required by Miss Universe to participate in the 2024 Miss USA Pageant, at any time prior to or during the 2024 Miss USA Pageant, or at any time during which I may hold the Miss USA 2024 title, I will not enter into, a management, agency or personal services contract with any individual, corporation or organization, or if I did or do enter into such a contract, it becomes null and void by its terms if I win or succeed to the Miss USA 2024 title, or it is suspended and becomes temporarily void by its terms at all times during the period during which I hold such title.

Please select either 1(j)(1) \_\_\_\_\_ or 1(j)(2) \_\_\_\_\_. If you select 1(j)(2), then please provide copies of any such contract, agreement, or endorsement.

If neither Paragraph applies, please explain so that eligibility can be determined (attach additional pages if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (1) I understand that I have no duty to share any awards, money, goods and services (“Prizes”) I receive from my participation in the State Pageant and, if I win the State Pageant, the 2024 Miss USA Pageant, with you. I have not made and will not make prior to delivery any agreement to share any Prize I receive from my participation in the State Pageant and, if I win the State Pageant, the 2024 Miss USA Pageant with any individual, corporation or organization, including you. **I shall not share, or make any agreement or promise to share, any Prize or any portion of any Prize with any other contestant in the State Pageant, and any**

Initial Here: \_\_\_\_\_

**such purported agreement or promise shall be unenforceable and subject me to immediate disqualification.**

- (m) I represent and warrant that neither I nor any member of my immediate family (i.e., mother, father, sister or brother) or anyone living in my household is currently, or has within the last two (2) years been, employed by or an officer, director or agent (including a volunteer worker) of any of the following:
- (1) You, any company or enterprise you own or control, or of any company or enterprise under common ownership or control with you; or
  - (2) Miss Universe, the Parties, Ernst & Young, or, any of the subsidiaries, affiliates, parent companies or related companies of the foregoing.

TRUE \_\_\_\_\_ FALSE \_\_\_\_\_

*If the above is not true, please complete the following so that eligibility can be determined (attach additional pages if necessary):*

Name of relative/housemate \_\_\_\_\_

Relationship \_\_\_\_\_

Employed by \_\_\_\_\_

(Company, City)

Dates of Employment \_\_\_\_\_

Job Title \_\_\_\_\_

I understand that any such employment or relationship(s) may affect my eligibility for the State Pageant and, if I win the State Pageant, the 2024 Miss USA Pageant. If any of the foregoing conditions changes before or during competition at the State Pageant, I will immediately give you notice of this fact so that you can make a determination as to my eligibility in your sole judgment. I also understand that I have an ongoing obligation to notify you if I, or any member of my immediate family, currently has, or has had within the last two (2) years, a personal or business relationship with any of the judges of the State Pageant and, if I win the State Pageant, the 2024 Miss USA Pageant. In addition, I acknowledge and agree that (i) you may, in your sole judgment, render eligible or ineligible, as the case may be, any person with such employment or relationship(s) and (ii) you may, in your sole judgment, render ineligible any person who, in your sole judgment, is sufficiently acquainted with any person or entity connected with the development, production, administration, judging, distribution or other exploitation of the State Pageant or the Miss USA Pageant such that her participation in the State Pageant could create the appearance of impropriety.

- (n) I represent and warrant that I am not currently a candidate for public office, and I agree that, if I win the State Pageant, I agree not to become a candidate for public office until one (1) year after the initial broadcast, if any, of the 2024 Miss USA Pageant.

Initial Here: \_\_\_\_\_



- (o) I have NEVER appeared on any television contest, game, competition, or reality show or applied to be a contestant or participant on any television contest, game, competition, or reality show, and I have NEVER appeared, or agreed to appear, in any other television show or motion picture, online show or the like.

TRUE \_\_\_\_\_ FALSE \_\_\_\_\_

If the above is not true, please complete the following so that eligibility can be determined (attach additional pages if necessary):

<u>Name of Show/Picture</u>	<u>Tape Date (if applicable)</u>	<u>Air Date (if applicable)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand that any such appearances or applications may affect my eligibility for the State Pageant and, if I win the State Pageant, the 2024 Miss USA Pageant. If any of the foregoing conditions changes before or during competition at the State Pageant, I will immediately give you notice of this fact so that you can make a determination as to my eligibility in your sole judgment.

- (p) I agree that if any of the conditions which I certify to in this Paragraph 1 change before or during the final competition of my State Pageant, I will immediately notify you in writing. I understand that any change in any of these conditions may result in my disqualification for the State Pageant. I further understand that if I win the State Pageant, any change in any of these conditions may result in my disqualification for the 2024 Miss USA Pageant.

2. I understand and agree that you (in accordance with standards prescribed by Miss Universe from time to time) shall have sole judgment and control over every aspect of the State Pageant, that your decisions on all matters related to the State Pageant shall be final and binding on me in all respects, that your decisions on all matters related to the State Pageant shall not be subject to challenge or appeal, and that your decisions on all matters related to the State Pageant shall not be subject to any limitation whatsoever, except for any limitations imposed by law. Without limiting the foregoing in any way, I understand that I am competing for the title Miss (State) USA 2024, and I understand and agree that, using your sole judgment (and applying standards for judging prescribed by Miss Universe from time to time), you will determine the manner and method of conducting and judging the State Pageant and of selecting the winner of the State Pageant. I acknowledge that the judging may include the following categories: swimsuit; evening gown; and personality. I agree that the decision of the judges in these matters will be final and I agree to abide by the judges' decision. I understand and agree that Miss Universe reserves the right to establish and modify, in its sole judgment and at any time, the procedures and/or standards that you will employ for judging the State Pageant.

Initial Here: \_\_\_\_\_



3. In consideration of you considering me to be a contestant in the State Pageant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I irrevocably grant, assign and convey the following rights regardless of whether I am selected as a contestant in the State Pageant:

(a) Miss Universe and those Miss Universe authorizes shall have the exclusive right to (i) interview me, as many times and for such periods of time as Miss Universe requests in its sole judgment, and to videotape, film, audio record, and otherwise record such interview(s) and my statements and appearances therein, including my name, voice and likeness, and (ii) to videotape, audiotape, film, portray, photograph and otherwise record me, my likeness and my actions and record my voice and other sound effects, alone or together with others. Any such recordings, and all information and materials I have supplied or may supply (including, without limitation, written submissions, biographical information, photographs and videos of me and/or others), any and all other information Miss Universe may have received or will receive from other sources about me, as well as my appearance, actions, voice and sound effects in connection with the State Pageant, and the results and proceeds of my participation in the State Pageant, and any reproductions or recordings of any nature of any of the foregoing, in whole or in part, shall be referred to as the "Material." The Material shall also include, without limitation, any and all material that I may create (or participate in the creation of) in connection with the State Pageant, including, without limitation, any public video diaries, vlogs and blogs, I write or contribute to, any content I post or distribute through online, mobile or social media, and any photographs and other recordings taken by me in connection with the State Pageant. The Material, including the copyright and all other rights therein, shall be the sole and exclusive property of Miss Universe. The Material may be used, broadcast, exhibited, distributed, advertised, publicized, promoted or otherwise exploited by such means and for such purposes (including, without limitation, merchandising, and commercial and non-commercial publishing) and by and in any manner and in any and all media, now known or hereafter devised (including, without limitation, television, theatrical, non theatrical, home video devices, radio, the Internet and other on line or computer-assisted media, and print media) as Miss Universe designates, throughout the universe and in perpetuity, at any time and from time to time, whether as part of the State Pageant or otherwise. The Material may be edited, cut, rearranged, adapted, dubbed, fictionalized or otherwise revised or modified or combined, in whole or in part, with other material or works for any such purposes by Miss Universe in its sole judgment, and I waive the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated in any jurisdiction of the world. Miss Universe will own any so called "rental and lending rights" or similar rights.

4. Miss Universe and those Miss Universe authorizes shall have the perpetual, worldwide and exclusive right to use my name, sobriquet, voice, image, likeness (actual or simulated), signature (or facsimile thereof), photographs, caricature, social media handles, persona, nickname, distinctive appearance, gestures/mannerisms, initials, authorized biographical materials and other indicia of my identity, in any manner and in

Initial Here: \_\_\_\_\_

any and all media whatsoever (whether now or hereafter known or devised), in and in connection with the development, production, exhibition, advertising, publicity, promotion, marketing, merchandising and any other exploitation of the State Pageant, the Material (whether as part of the State Pageant or otherwise), the 2024 Miss USA Pageant, or in connection with the exploitation of any subsidiary and ancillary rights therein, any future Miss USA Pageant, the Miss USA Pageant system, Miss Universe's business activities (including any Licensed Product Lines) and the business activities of the networks, stations, sponsors and other exhibitors, assignees and licensees of the Material and/or the 2024 Miss USA Pageant (the "Business Activities") for any purpose, including, without limitation, for any commercial purpose whatsoever, including, but not limited to, product endorsements and consumer products related to the 2024 Miss USA Pageant and/or any of the Business Activities, as well as any future Miss USA pageants and/or Miss Universe pageants. I agree:

- (a) If I am selected to participate in the State Pageant, to follow and obey all of your rules, instructions, directions and requirements, as they may be changed, modified or amended by you at any time (the "Pageant Rules"). I understand that my failure to comply with any of the Pageant Rules may result in consequences to be determined by you, including, without limitation, disqualifying me from the State Pageant, withholding any Prizes (as defined below) or other compensation to which I may have been entitled, and requiring me to return any Prizes or other compensation I may have already received. I agree to report to you immediately any violations of any of the Pageant Rules by any other contestant. I further agree to participate as a contestant in the State Pageant as and to the extent required by you on such dates and at such locations as you shall designate in your sole judgment, and which dates and locations you may change in your sole judgment. If I win the State Pageant, I further agree to participate as a contestant in the 2024 Miss USA Pageant as and to the extent required by Miss Universe on such dates and at such locations as Miss Universe may designate in its sole judgment, and which dates and locations Miss Universe may change in its sole judgment.
- (b) From the date I sign this Agreement until the completion of the State Pageant, whether or not I win or succeed to the title of my State Pageant, to conduct my activities and life in accordance with the highest ethical and moral standards, and I will not engage in any activity that might bring myself, you, Miss Universe, the State Pageant, the Miss USA Pageant, the Miss USA Pageant system, the Parties, or any of their respective parents, subsidiaries, affiliated or related companies, officers, directors, partners, members, managers, sponsors, shareholders or employees into public disrepute, ridicule, contempt or scandal or might otherwise reflect unfavorably upon any of the foregoing individuals or entities or might shock, insult or offend the community or any class or group thereof. I acknowledge that, by way of example, and without limiting the generality of the foregoing in any way, appearing in public or permitting myself to be photographed in a state of partial or total nudity or in a lewd, compromising or sexually suggestive manner constitutes a violation of this provision (this includes photographs, images or videos that may appear on any web site or social media platform, such as Instagram, Facebook, YouTube or OnlyFans, or that may be

Initial Here: \_\_\_\_\_

recorded or captured privately [and is distributed to any other person or entity]). If, from the date I sign this Agreement until the completion of the State Pageant, I am arrested or charged with the commission of crime (including, without limitation, reckless or drunk driving or minor in possession of alcohol, or illegal possession or use of drugs) or engage in any activities in violation of this provision, then you or Miss Universe may, in your and/or Miss Universe's sole judgment, disqualify me from participating in the State Pageant and/or succeeding to the title Miss (State) USA 2024. If I am selected Miss (State) USA 2024 and during my reign knowledge of any such arrests, criminal charges or activities becomes known to you or Miss Universe, then you or Miss Universe may, in your and/or Miss Universe's sole judgment, terminate my reign as Miss (State) USA 2024. Your and/or Miss Universe's decisions on all matters arising under this provision shall be conclusive.

- (c) To execute any and all documents which are or may be necessary to fulfill my obligations under this Agreement.
- (d) I understand and agree that if I participate as a contestant in the State Pageant, I shall appear as myself, and my appearance shall not be a performance, shall not constitute an employment relationship between me and you, shall not be subject to any union or guild collective bargaining agreement, and shall not entitle me to any wages, salary, corporate benefits, workers' compensation benefits, or other compensation of any kind, under any such collective bargaining agreement or otherwise. I also understand that nothing in this Agreement or any conduct pursuant thereto shall constitute an agency relationship between me and you and that I shall have no authority to speak or act on your behalf whatsoever, except as may otherwise be expressly required or permitted by you.

5. If I am selected as the State Pageant titleholder, I agree to comply with the following terms and conditions:

- (a) During the term of my reign as the State Pageant titleholder:
  - (1) To cooperate fully with you and your affiliates, employees, agents, representatives, designees, licensees, sponsors, official charity affiliations and the like in carrying out their instructions in connection with the actions I will be performing under this Agreement and in connection with my preparation for competition in the 2024 Miss USA Pageant. Without limiting the foregoing, I agree to follow and obey all rules, instructions, directions and requirements implemented by you in connection with my reign as the State Pageant titleholder, as they may be changed, modified or amended by you at any time.
  - (2) To make myself available for and accept appointments and appearances, and to keep punctually all appointments and appearances that have been scheduled for me and require my presence.

Initial Here: \_\_\_\_\_

- (3) To deal with both you and Miss Universe fairly and in good faith in the performance of my obligations under this Agreement, and to not make misrepresentations or misleading or untruthful statements to you and Miss Universe.
- (4) You will have the exclusive right and control over all personal appearances which I may make or any services which I may render in the entertainment, literary and related fields. Without limiting the foregoing, I will not, without first obtaining your written consent, make any personal, television (both on scripted or unscripted television programming), motion picture, Internet/on-line or radio appearances or otherwise participate in, prepare or assist in the preparation of any written, audio or visual work that depicts, concerns, or relates in any way to me, including, without limitation, any motion picture, television program, commercials, music recordings, merchandising, screenplay, teleplay, print article, book, or Internet, web, mobile or social media content. For the avoidance of doubt, I acknowledge and agree that the foregoing restrictions shall apply to all such appearances, services and works, regardless whether or not related to my reign as Miss (State) USA 2024 or the Miss (State) USA Pageant.
- (5) Not to engage in any conduct, acts or omissions that may be detrimental to you, your affiliates, others connected with you, the State Pageant or Miss USA Pageant.
- (6) To deal with you fairly and in good faith in the performance of my obligations under this Agreement.
- (7) To execute any and all documents which are or may be necessary to fulfill my obligations under this Agreement.
- (8) Not to be the current titleholder in any other state or national pageant or pageant-like competition system (other than a system preliminary to the State Pageant).
- (9) Not to solicit or accept money, goods or services (whether through fundraisers or as donations) for myself in connection with the State Pageant, my reign as the Miss (State) USA 2024 titleholder, or the 2024 Miss USA Pageant without the prior written consent of you or Miss Universe.
- (10) Not to compete in any other pageant or pageant-like competition other than the 2024 Miss USA Pageant (and if selected as Miss USA 2024, the 2024 Miss Universe Pageant) or to participate in any other pageant or competition system as a proprietor, director, officer, employee, principal, agent, entertainer, judge, adviser, volunteer or consultant.
- (11) I agree to fulfill each of the duties required of me if I win the State Pageant, without any limitation.

Initial Here: \_\_\_\_\_

- (b) I understand and agree that all publicity in connection with the State Pageant and my reign as Miss (State) USA 2024 is under the sole control of Miss Universe and you, and I agree that, except as otherwise required or permitted by you or Miss Universe, I will not receive or generate any monetary advantage from my reign as Miss (State) USA 2024, or use or disclose to any party any information or trade secrets obtained or learned as a result of my reign as Miss (State) USA 2024, nor shall I authorize any others to do so. Without in any way limiting the foregoing, I shall not prepare or assist in the preparation of any written, audio or visual work (including, without limitation, any film, television or radio programming, commercials or advertisements, print media, book publications, podcasts, Internet/on-line/mobile/social media services, or any other media outlet, whether now known or hereafter devised) that depicts, concerns or relates in any way to my reign as Miss (State) USA 2024, the Miss (State) USA Pageant or the business affairs of you, other contestants, or Miss Universe. In addition, I shall consult with Miss Universe or you regarding any and all publicity in connection with the State Pageant or my reign as Miss (State) USA 2024, and I shall not consent to any publicity without the prior written approval of Miss Universe or, during my reign as Miss (State) USA 2024, you. I recognize that a breach by me of this provision would cause you and Miss Universe irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that each of you and Miss Universe shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this provision. In addition, I agree that in the event of any breach of this provision by me, I will return any Prizes or other compensation that I may already have received in connection with the State Pageant, and I forfeit my right or opportunity to receive any Prizes or other compensation that I have not yet received, and you and Miss Universe shall each have the right to seek, among other things, (1) recovery or disgorgement of the monies or other consideration received by me in connection with my breach of this provision, if any, and (2) recovery of your and/or Miss Universe's attorneys' fees and costs, mediation fees and costs, and/or arbitration fees and costs incurred to enforce the terms of this provision. I acknowledge and agree that my obligations with respect to confidentiality and publicity as set forth in this provision shall continue in perpetuity unless terminated by Miss Universe in writing. In no event will I have the right to terminate my confidentiality obligations under this Agreement.
- (c) If, during the term of my reign as the State Pageant titleholder, I: (i) refuse or fail to carry out my obligations under this Agreement or otherwise breach this Agreement or any other agreement made in connection with the State Pageant or my reign as Miss (State) USA 2024; (ii) become so mentally, physically, or otherwise incapacitated that I am unable, in your reasonable opinion, to carry out my duties; or (iii) I am prevented from carrying out my duties because of an act of God, rule, order or act of government or governmental instrumentality, or other cause of similar or different nature beyond my control, then you or Miss Universe will have the right in your and/or Miss Universe's sole judgment to take any action that you and/or Miss Universe deem appropriate, including, without

Initial Here: \_\_\_\_\_

limitation, terminating my reign as Miss (State) USA 2024, withholding any Prizes or other compensation to which I may have been entitled, and requiring me to return any Prizes or other compensation I may have already received.

- (d) I will not, anywhere in the world, enter into any agreement to perform modeling, acting, performing, advertising, literary or writing, entertainment, theatrical, or promotional services depicting, concerning, or relating in any way to my State Pageant title or my affiliation with the State Pageant or the Miss USA Pageant; endorse any product, service or commercial enterprise if the endorsement features or references my State Pageant title or my affiliation with the State Pageant or the Miss USA Pageant; or make or allow others to make use of or reference my State Pageant title or my affiliation with the State Pageant or the Miss USA Pageant for any other commercial purposes, unless I first receive the specific written consent of Miss Universe or, during my reign as Miss (State) USA 2024, you.
- (e) I understand that if my reign as Miss (State) USA 2024 is terminated for any reason (including, without limitation, in accordance with Paragraphs 1[f], 1[i], 4[b], 5[c], 8, 9[a] and 9[b] herein) or if I resign my reign as Miss (State) USA 2024 for any reason, such termination or resignation shall not affect any of the rights I have assigned to you, Miss Universe or others in this Agreement or in any other agreement related to the State Pageant or my reign as Miss (State) USA 2024 or any of the covenants, agreements, waivers, releases or indemnities made by me in this Agreement or any other agreement related to the State Pageant or my reign as Miss (State) USA 2024, including, without limitation, Paragraphs 1, 3, 5 and 13 herein. In addition, if my reign as Miss (State) USA 2024 is terminated for any reason or if I resign my reign as Miss (State) USA 2024 for any reason, my Miss (State) USA 2024 title, and my preliminary state pageant and/or at large state pageant title(s), if any, shall be void and I will thereafter have no right to use such title(s) for any purpose whatsoever, I shall forfeit any Prizes or other consideration which I may have won and I will return any and all Prizes or other consideration already delivered to me. In such event, you and/or Miss Universe may make any public explanation or announcement you and/or Miss Universe choose regarding such action.
- (f) I understand and agree that my activities as Miss (State) USA 2024 shall not be a performance, shall not constitute an employment relationship between me and you, shall not be subject to any union or guild collective bargaining agreement, and shall not entitle me to any wages, salary, corporate benefits, workers' compensation benefits, or other compensation of any kind, under any such collective bargaining agreement or otherwise. I also understand that nothing in this Agreement or any conduct pursuant thereto shall constitute an agency relationship between me and you and that I shall have no authority to speak or act on your behalf whatsoever, except as may otherwise be expressly required or permitted by you.
- (g) I understand and agree that I shall be responsible for all taxes and other obligations that are or may come due as a result of my receipt of any Prize or

Initial Here: \_\_\_\_\_



other compensation in or in connection with my reign as Miss (State) USA 2024, if any.

For purposes of this Paragraph 5 and Paragraphs 6 and 13 only, “you” means either you (as defined in Paragraph 1[a] above) or, if you are no longer actively serving as a Miss Universe licensee in the State, any other individual or entity who is then currently serving as a Miss Universe licensee in the State, as authorized and recognized by Miss Universe.

6. If the title Miss (State) USA 2024 becomes vacant and I succeed to the title, I agree to serve as Miss (State) USA 2024 and perform all the obligations relating to said title contained in this Agreement, including, but not limited to, the terms of Paragraph 5 above. However, I acknowledge that if this happens, I will not be entitled to any of the Prizes awarded to Miss (State) USA 2024 at the time of her selection. I further acknowledge and agree that I may only succeed to the title Miss (State) USA 2024 if: (i) I am in full compliance with all duties and obligations owed both to you and Miss Universe at the time the title Miss (State) USA 2024 becomes vacant; and (iii) I have not been cast within the last twelve (12) months, or currently cast in any non-scripted television series as a series cast member.
7. I acknowledge Miss Universe’s exclusive ownership and the validity of the trademarks and service marks “MISS UNIVERSE,” “MISS TEEN UNIVERSE,” “MISS USA,” “MISS TEEN USA,” and further acknowledge that the MISS UNIVERSE, MISS USA and MISS TEEN USA pageants and the associated trademarks, trade names and service marks are the exclusive property of Miss Universe. All uses of these trademarks and service marks in connection with my activities will inure to the benefit of Miss Universe. I understand and agree that any good will attributable to my use of these trademarks and service marks vests exclusively in Miss Universe. I agree that I will not engage in any acts or omissions which may damage or otherwise affect Miss Universe’s trademark and/or property rights or Miss Universe’s goodwill therein in any manner whatsoever. I further agree that I will not in any way dispute or impugn the validity of any of Miss Universe’s trademarks and service marks, Miss Universe’s rights to those trademarks and service marks, or Miss Universe’s rights to use those trademarks and service marks. I will not at any time use, or allow others to use, any of Miss Universe’s names, logos, trademarks, trade names or service marks (including, without limitation, my State Pageant, preliminary state pageant and/or at-large state pageant title[s], if any and as applicable) or those of any of Miss Universe’s related companies or any names, logos, trademarks, trade names or service marks confusingly similar to any of Miss Universe’s names, logos, trademarks, trade names or service marks in connection with any kind of modeling, acting, performing, advertising, theatrical or promotional services I may perform and/or any advertising, promotion, publicity, merchandise, or other product or service, unless I first receive the specific written consent of Miss Universe or, during my reign as Miss (State) USA 2024 (if I am the State Pageant titleholder), you.
8. I hereby certify, represent and warrant that all statements, disclosures and representations made by me in this Agreement, in any other document or agreement that I have signed or will sign in connection with the State Pageant, and that I otherwise provide to you, are true, accurate and complete. Without in any way limiting the foregoing, I certify that I

Initial Here: \_\_\_\_\_



have not withheld or mischaracterized any information regarding myself or my background. In addition, I agree that I will fully comply with all of the terms, provisions, restrictions and obligations of this Agreement and any other requirements you or Miss Universe impose on me. If any statement, disclosure or representation made by me is false, misleading or incomplete in any respect, I omit to make a required representation or to state a fact which would render a statement, disclosure or representation I have made not misleading, I fail to fully comply with all of the terms, provisions, restrictions and obligations of this Agreement or any other requirements you or Miss Universe impose on me, or I breach any other agreement I have made or may make in connection with the State Pageant, you or Miss Universe may, in your and/or Miss Universe's sole judgment, take any action that you and/or Miss Universe deem appropriate, including, without limitation, disqualifying me from participating in the State Pageant, succeeding to the State Pageant title and/or terminating my reign as Miss (State) USA 2024 (if I am the State Pageant titleholder), as applicable.

9.

- (a) I represent that at all times prior to the date of this Agreement, I have conducted my activities and life in accordance with the highest ethical and moral standards and that I have never been arrested or charged with the commission of a crime (including, without limitation, reckless or drunk driving or minor in possession of alcohol or illegal possession or use of drugs ) or engaged in any activities that might bring myself, you, Miss Universe, the State Pageant, the Miss USA Pageant, the Miss USA Pageant system, the Parties, or any of their respective parents, subsidiaries, affiliated or related companies, officers, directors, partners, members, managers, sponsors, shareholders or employees into public disrepute, ridicule, contempt or scandal or might otherwise reflect unfavorably upon any of the foregoing individuals or entities or might shock, insult or offend the community or any class or group thereof. I acknowledge that, by way of example, and without limiting the generality of the foregoing in any way, having appeared in public or permitted myself to be photographed in a state of partial or total nudity or in a lewd, compromising or sexually suggestive manner constitutes a violation of this provision (this includes photographs, images or videos that may appear on any web site or social media platform, such as Instagram, Facebook, YouTube or OnlyFans or that may be recorded or captured privately [and is distributed to any other person or entity]).

TRUE \_\_\_\_\_ FALSE \_\_\_\_\_

If the above is not true, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AN ANSWER OF "FALSE" MAY NOT NECESSARILY LEAD TO DISQUALIFICATION. HOWEVER, IT IS IMPORTANT THAT LICENSEE AND MISS UNIVERSE ARE AWARE OF SUCH INFORMATION. YOUR FAILURE TO ANSWER TRUTHFULLY MAY LEAD TO

Initial Here: \_\_\_\_\_

DISQUALIFICATION EVEN IF THE UNDISCLOSED INFORMATION WOULD NOT OTHERWISE HAVE RESULTED IN DISQUALIFICATION HAD THE APPLICANT ANSWERED TRUTHFULLY.

If you or Miss Universe determine that I at any time have been arrested or charged with the commission of a crime (including, without limitation, reckless or drunk driving or minor in possession of alcohol or illegal possession or use of drugs) or engaged in any activities in violation of this provision, then you or Miss Universe may, in your and/or Miss Universe's sole judgment, disqualify me from participating in the State Pageant and/or succeeding to the title Miss (State) USA 2024. If I am selected the winner of my State Pageant and during my reign, knowledge of any such criminal charges or activities becomes known to you and/or Miss Universe, then you or Miss Universe shall have the right to terminate my reign as Miss (State) USA 2024. Your and/or Miss Universe's decisions on all matters arising under this provision shall be conclusive.

- (b) If I am selected as State Pageant titleholder, I will at all times during the term of my reign conduct my activities and life in accordance with the highest ethical and moral standards. If, during the term of my reign, I am arrested or charged with the commission of a crime (including, without limitation, reckless or drunk driving or minor in possession of alcohol or illegal possession or use of drugs) or engage in any activities that might bring myself, you, Miss Universe, the State Pageant, the Miss USA Pageant, the Miss USA Pageant system, the Parties, or any of their respective subsidiaries, affiliated or related companies, officers, directors, partners, shareholders or employees into public disrepute, ridicule, contempt or scandal or might otherwise reflect unfavorably upon any of the foregoing individuals or entities or might shock, insult or offend the community or any class or group thereof, then you or Miss Universe shall have the right to terminate my reign as Miss (State) USA 2024. I acknowledge that, by way of example, and without limiting the generality of the foregoing in any way, appearing in public or permitting myself to be photographed in a state of partial or total nudity or in a lewd, compromising or sexually suggestive manner constitutes a violation of this provision (this includes photographs, images or videos that may appear on any web site or social media platform, such as Instagram, Facebook, YouTube or OnlyFans, or that may be recorded or captured privately [and is distributed to any other person or entity]). Your and/or Miss Universe's decisions on all matters arising under this provision shall be conclusive.

10. I understand that if I withdraw as a contestant in the State Pageant for any reason, am disqualified from the State Pageant for any reason (including, without limitation, as set forth in Paragraphs 4[b], 8 and 9[a] herein) or otherwise am unable to participate in the State Pageant for any reason, no such withdrawal, disqualification or inability to participate shall affect any of the rights I have assigned to you, Miss Universe or others in this Agreement or any other agreement related to the State Pageant or any of the covenants, agreements, waivers, releases or indemnities made by me in this Agreement or any other agreement related to the State Pageant, including, without limitation, Paragraphs 1, 3 and 13 herein. In addition, if I withdraw as a contestant in the State Pageant for any reason, am disqualified from the State Pageant for any reason or

Initial Here: \_\_\_\_\_

otherwise am unable to participate in the State Pageant for any reason, my preliminary state pageant and/or at-large state pageant title(s), if any, shall be void and I will thereafter have no right to use any such title(s) for any purpose whatsoever, I shall forfeit any Prizes or other consideration which I may have won and I will return any and all Prizes or other consideration already delivered to me. In such event, you and/or Miss Universe may make any public explanation or announcement you and/or Miss Universe choose regarding such action.

If I am in a dispute with you (the "Dispute") and/or being threatened with disqualification of my crown and title, I must first notify Miss Universe before taking any legal action against you. Miss Universe shall have the right to review the matter, and upon their review, they may decide to mediate the Dispute. If after mediation with Miss Universe, the matter is still not resolved to the satisfaction of Miss Universe, me and you, then me and you shall be obligated to mediate the Dispute with the assistance of a professional mediator, the general terms of which are set forth in Paragraph 12 below.

Miss Universe may also decide to decline to mediate the Dispute, and if they decide to decline to mediate the Dispute you and I shall act in good faith to mediate the Dispute with the assistance of a professional mediator. If you and I are unable to resolve the Dispute with the assistance of a professional mediator, then I will be obligated to enter into a binding arbitration with you, the general terms of arbitration which are set forth in Paragraph 12 below.

11. You and I agree to submit any controversy, dispute or claim below to nonbinding mediation prior to commencing any arbitration proceeding. The mediation shall be conducted at our principal place of business by an individual mediator experienced in the mediation of franchise industry disputes, agreed upon by us or, failing such agreement within a reasonable time (not to exceed fifteen (15) days) after either party has notified the other of its desire to seek mediation, by a mediator selected by the American Arbitration Association (or any successor organization) in accordance with its rules governing mediation. The costs and expenses of mediation, including compensation and expenses of the mediator (but not the attorneys' fees incurred by you or us), shall be borne by the parties equally. If the parties are unable to resolve the subject claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may commence an arbitration proceeding under this Paragraph 11 to resolve such controversy, dispute or claim. The parties undertake to keep confidential all aspects of the mediation proceeding, including all materials created for the purpose of mediation and all other documents produced by another party in the mediation proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Notwithstanding anything to the contrary in this Paragraph 11, you may bring an action against me for injunctive or other equitable or extraordinary relief in a court having jurisdiction without first submitting such action to mediation.

12. Subject to the parties' obligation to mediate certain controversies, disputes and claims pursuant to Paragraph 11 above, all controversies, disputes or claims arising out of,

Initial Here: \_\_\_\_\_

related to, or in connection with this Agreement, or the breach thereof, shall be exclusively submitted to binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules. The place of the arbitration shall be in New York, New York, U.S.A. The language of the arbitration shall be English. There shall be one arbitrator if the amount of the claim is One Million U.S. Dollars (US \$1,000,000) or less, or three arbitrators if the amount of the claim is more than One Million U.S. Dollars (US \$1,000,000). The award and decision of the arbitrator(s) shall be conclusive and binding upon all parties hereto. Except as expressly provided in this Agreement, judgment upon any award(s) rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and the parties hereby waive all objections which they may have at any time to the laying of venue of any proceedings brought in such courts, waive any claim that such proceedings have been brought in an inconvenient forum, and further waive the right to object with respect to such proceedings that any such court does not have jurisdiction over such party. The parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a court or other judicial authority. You will be entitled to recover from me reasonable attorneys’ fees, experts’ fees, court costs, expenses of travel and lodging, and all other expenses of arbitration, if you prevail in any action instituted against me to secure or protect your rights under this Agreement, or to enforce the terms of this Agreement.

The parties agree that arbitration shall be conducted on an individual, not a class-wide basis and that any arbitration proceeding between you (or your owners or affiliates) and me shall not be commenced, consolidated or conducted with any other arbitration proceeding involving you and any other person, corporation, partnership or entity. Notwithstanding the foregoing or anything to the contrary in this Paragraph or Paragraph 11 above, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Paragraph 12, then the parties agree that this arbitration clause shall not apply to that dispute and that the federal and/or state courts of New York, New York will have exclusive jurisdiction of such dispute.

Notwithstanding the foregoing, you may bring an action against me for injunctive or other equitable or extraordinary relief in a court having jurisdiction without first submitting such action to arbitration.

13. TO THE MAXIMUM EXTENT PERMITTED BY LAW, I IRREVOCABLY RELEASE YOU, MISS UNIVERSE, THE PARTIES AND ALL OTHER PERSONS AND ENTITIES CONNECTED WITH THE MISS USA PAGEANT, AND EACH OF THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS, ASSIGNEES, AND LICENSEES (HEREIN THE “RELEASED PARTIES”) FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES AND COSTS, MEDIATION FEES AND COSTS, AND ARBITRATION FEES AND COSTS)

Initial Here: \_\_\_\_\_

ARISING OUT OF, RESULTING FROM, OR BY REASON OF THE CONTESTANT RECRUITING AND SELECTION PROCESS, YOUR FAILURE TO SELECT ME AS A CONTESTANT IN THE STATE PAGEANT, MY PARTICIPATION IN OR IN CONNECTION WITH THE STATE PAGEANT OR THE CONTESTANT RECRUITING AND SELECTION PROCESS, INCLUDING, WITHOUT LIMITATION, ANY TRAVEL I UNDERTAKE IN CONNECTION WITH MY PARTICIPATION IN THE STATE PAGEANT, ANY EXPLOITATION OF THE STATE PAGEANT OR MY APPEARANCE IN THE STATE PAGEANT, OR ANY USE OF ANY PRIZE OR GIFT AWARDED TO ME IN CONNECTION WITH THE STATE PAGEANT, ON ANY LEGAL THEORY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, RIGHTS OF PRIVACY AND PUBLICITY, OR DEFAMATION) (COLLECTIVELY, THE "RELEASED CLAIMS"). THE RELEASED CLAIMS SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES OF ANY KIND RESULTING FROM THE ACTIONS OF ANOTHER CONTESTANT OR ANY OTHER THIRD PARTY AT ANY TIME (INCLUDING FROM ANY NEGLIGENCE BY THE RELEASED PARTIES, ANOTHER CONTESTANT OR ANY OTHER THIRD PARTY WHICH MAY CAUSE PERSONAL INJURIES OR OTHER HARM, DAMAGE OR LOSS TO ME) OR FROM ANY DEFECT IN OR FAILURE OF EQUIPMENT, WARNINGS OR INSTRUCTIONS, OR MY PREPARATION FOR, PARTICIPATION OR APPEARANCE IN OR ELIMINATION FROM THE STATE PAGEANT, OR ACTIVITIES ASSOCIATED WITH THE STATE PAGEANT, WHETHER OCCURRING BEFORE, DURING OR AFTER MY ACTUAL PARTICIPATION IN THE STATE PAGEANT, AND WHETHER OR NOT CAUSED BY OR ARISING OUT OF THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, I ALSO AGREE THAT I WILL NOT BRING OR BE A PARTY TO ANY LEGAL ACTION OR CLAIM AGAINST THE RELEASED PARTIES BASED ON ANY OF THE RELEASED CLAIMS HEREUNDER. IN THE EVENT THAT THE FOREGOING RELEASE IS DEEMED UNENFORCEABLE FOR ANY REASON, IN THE EVENT THAT THE FOREGOING RELEASE IS DEEMED UNENFORCEABLE FOR ANY REASON, AND ANY CONTROVERSY OR CLAIM CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, MY SOLE RECOURSE AND REMEDY FOR BREACH OF THIS AGREEMENT BY YOU OR ANY OTHERS, OR ANY OTHER CLAIMS CONCERNING OR RELATING TO THE PAGEANT, SHALL BE THE MEDIATION AND/OR ARBITRATION PROCEEDINGS FOR MONEY DAMAGES PURSUANT TO PARAGRAPHS 11-12.

I ACKNOWLEDGE AND AGREE THAT MY REMEDIES FOR ANY BREACH OF THIS AGREEMENT BY YOU OR OTHERS, OR ANY OTHER CLAIMS CONCERNING OR RELATING TO THE PAGEANT, SHALL BE LIMITED TO A REFUND OF THE ENTRY FEE THAT I PAID TO PARTICIPATE IN MY STATE PAGEANT, AND IN NO EVENT SHALL I BE ENTITLED TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF (INCLUDING, WITHOUT LIMITATION, TO SEEK TO ENJOIN, RESTRAIN OR TO INTERFERE IN ANY WAY WITH THE PRODUCTION, CONDUCT, PRESENTATION, BROADCAST OR OTHER EXPLOITATION OF THE PAGEANT) OR ANY AWARD FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL,

Initial Here: \_\_\_\_\_

SPECIAL, PUNITIVE, OR SPECULATIVE DAMAGES, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IF THIS AGREEMENT IS BEING SUBSCRIBED IN CALIFORNIA AND/OR BY A CALIFORNIA RESIDENT, THE FOLLOWING SHALL APPLY: I HEREBY KNOWINGLY, VOLUNTARILY, EXPRESSLY AND IRREVOCABLY WAIVE APPLICATION OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH I CERTIFY I HAVE READ AND WHICH STATES IN PERTINENT PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR". I UNDERSTAND AND ACKNOWLEDGE THE SIGNIFICANCE AND CONSEQUENCE OF MY WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542 AND FURTHER UNDERSTAND AND ACKNOWLEDGE THAT I MAY HEREAFTER DISCOVER CLAIMS PRESENTLY UNKNOWN OR UNSUSPECTED, OR FACTS IN ADDITION TO OR DIFFERENT FROM THOSE WHICH I NOW KNOW OR BELIEVE TO BE TRUE WITH RESPECT TO THE MATTERS RELEASED HEREIN. NEVERTHELESS, IT IS MY INTENTION, THROUGH MY EXECUTION OF THIS AGREEMENT, TO FULLY AND FINALLY SETTLE AND RELEASE ALL SUCH MATTERS, AND ALL CLAIMS RELATIVE THERETO, WHICH DO NOW EXIST, MAY EXIST OR HAVE EXISTED, AND THAT I WILL HEREAFTER NOT BE ABLE TO MAKE ANY CLAIM AGAINST THE RELEASED PARTIES REGARDING ANY SUCH MATTERS.

14. I irrevocably authorize you, Miss Universe and those either of you authorize to investigate, access and collect information about me, about any of the statements made by me in this Agreement, any supporting documents and any other document that I have signed or do sign in connection with my participation as a contestant in the State Pageant, or any other written or oral statements I make in connection therewith. I irrevocably authorize you, Miss Universe and/or those you and/or Miss Universe authorize to secure information about my experiences from any source, including, without limitation, my current and former employers, associates, family members, educational institutions, government agencies, credit reporting agencies, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me. I further authorize you, Miss Universe and/or those you or Miss Universe authorize to investigate any claims or allegations of wrongdoing, or any breach of this Agreement, or violation of any Miss Universe rule, policy or procedure. I hereby unconditionally and irrevocably release and forever discharge all such parties and persons from any and all liabilities arising out of or in connection with any such investigation. I acknowledge and agree that any such information obtained by you, Miss Universe and those you and/or Miss Universe authorize pursuant to this provision or otherwise may be used for any purpose designated by you and/or Miss Universe in your and/or Miss Universe's sole judgment (including, without limitation, to disqualify me), and may be described or otherwise related to any third party in any manner or media, including, without limitation, in

Initial Here: \_\_\_\_\_

advertisements, promotions, publicity, marketing, and merchandising, and in any other manner.

15. I understand and agree that all publicity in connection with the State Pageant is under the sole control of Miss Universe and you, and that, except as otherwise required or permitted by Miss Universe or, until the succeeding year's state pageant in the State, you, I will not receive or generate any monetary advantage from my participation in the State Pageant, or use or disclose to any party any information or trade secrets obtained or learned as a result of my participation in the State Pageant, nor shall I authorize any others to do so. Without in any way limiting the foregoing, I will not prepare or assist in the preparation of any written, audio or visual work (including, without limitation, any film, television or radio programming, commercials or advertisements, print media, book publications, podcasts, Internet/on-line/mobile and social media services, or any other media outlet, whether now known or hereafter devised) that depicts, concerns or relates in any way to my participation in or in connection with the State Pageant or the personal lives and/or business affairs of you, other contestants, Miss Universe, or the Parties. In addition, I shall consult with Miss Universe or you regarding any and all publicity in connection with the State Pageant or my participation or involvement in the State Pageant, and I shall not consent to any publicity without the prior written approval of Miss Universe or, until the succeeding year's state pageant in the State, you. I recognize that a breach by me of this Paragraph would cause you and Miss Universe irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that each of you and Miss Universe shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Paragraph by me. In addition, I agree that in the event of any breach of this Paragraph by me, I shall return any Prizes or other compensation that I may already have received in connection with the State Pageant and forfeit my right or opportunity to receive any Prizes or other compensation that I have not yet received, and you and Miss Universe shall each have the right to seek, among other things, (a) recovery or disgorgement of the monies or other consideration received by me in connection with the breach of this provision by me, if any, and (b) recovery of your and/or Miss Universe's attorneys' fees and costs, mediation fees and costs, and/or arbitration fees and costs incurred to enforce the terms of this Paragraph. I acknowledge and agree that my obligations with respect to confidentiality and publicity as set forth in this Paragraph shall continue in perpetuity unless terminated by Miss Universe in writing. In no event will I have the right to terminate my confidentiality obligations under this Agreement.
16. I agree that you and/or Miss Universe may disclose any and all of the information provided by me to any person for any purpose, on or off-air, to the maximum extent permitted by law.
17. I acknowledge that I may not assign or otherwise transfer any of my rights or obligations under this Agreement unless I have first obtained Miss Universe's express written consent, which Miss Universe may withhold for any or no reason.

Initial Here: \_\_\_\_\_



18. I agree not to seek to enforce any of my rights under this Agreement, or to make any claim arising out of or related in any manner to this Agreement, my relationship with you or my status as a contestant to the State Pageant, against any person or entity other than you.
19. The expiration, termination, cancellation or breach of this Agreement on whatever grounds and by whomever effected shall not affect any of your and Miss Universe's rights under this Agreement, according to the terms and conditions of this Agreement. Furthermore, any and all provisions of this Agreement that by their nature would survive the expiration or termination of this Agreement, including, without limitation, termination provisions, representations and warranties, confidentiality, indemnification and limitation of liability provisions and/or any other provision that expressly or impliedly imposes an obligation following the expiration or termination of this Agreement, will survive this Agreement and will continue to be binding upon the parties to this Agreement.
20. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision; provided, however, that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of the parties to this Agreement taken as a whole.
21. This Agreement contains the entire understanding of the parties, and all prior agreements between the parties with respect to the subject matter of this Agreement are nullified and superseded. This Agreement will not be construed against its drafter. All previous statements, representations and negotiations, whether oral or written, are hereby superseded by this Agreement. I acknowledge that no promises, representations or other inducements have been made to cause me to enter into this Agreement which are not set forth in this Agreement. This Agreement may be set aside, augmented, revised or modified only by a written instrument executed in the same manner. In the event of any inconsistency between the terms, conditions and obligations set forth in any application, agreements or other documents I have or may complete or execute at the request of you or Miss Universe, on the one hand, and this Agreement, on the other hand, the terms, conditions and obligations set forth in this Agreement shall govern unless otherwise provided.
22. Miss Universe is not a party to this Agreement. However, Miss Universe is a third party beneficiary to this Agreement and will enjoy the fruits of this Agreement and will be entitled to enforce the terms of this Agreement.

*[Signatures on following page]*

Initial Here: \_\_\_\_\_

My signature below and your acceptance and agreement indicated by your signature below will constitute this Agreement a binding agreement and contract between us.

\_\_\_\_\_  
(Signature of Contestant)

\_\_\_\_\_  
(Contestant Name - Please Print)

\_\_\_\_\_  
(Date)

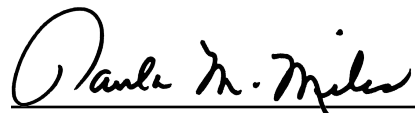
If the contestant is a minor, I represent and warrant that I am the parent or legal guardian of the minor whose name appears above, that I have read and approve of the foregoing Agreement, and consent to its execution by my child/ward. I agree that I and my child/ward shall be bound and obligated by the terms set forth in this Agreement. I hereby release the Released Parties as set forth and in accordance with Paragraph 13 above from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations, if any, and the grant of rights, including, without limitation, the rights in and to the results and proceeds of my child's/ward's activities, as set forth above.

\_\_\_\_\_  
(Signature of Parent or Guardian)

\_\_\_\_\_  
(Parent or Guardian Name - Please Print)

\_\_\_\_\_  
(Date)

**Accepted and agreed to:**

  
\_\_\_\_\_  
(Signature of Licensee)

Paula M. Miles  
\_\_\_\_\_  
(Licensee Name - Please Print)

\_\_\_\_\_  
(Date)

Initial Here: \_\_\_\_\_