

**Ms. America® Pageant Inc.**  
**2019 At-Large Titleholder Agreement**

2973 Harbor Boulevard #235, Costa Mesa, California 92626

**Phone: (949) 679-8888 • Fax: 949-460-9536 • Email: MsAmericaPageant@aol.com**  
 www.MsAmericaPageant.com • www.Facebook.com/MsAmericaPageant • www.Twitter.com/MsAmerica

**At-Large Titleholder Agreement for Participation in the Ms. America® Pageant Inc.**  
**Rules, Regulations and Terms**  
 (“Agreement”)

For At-Large Titleholder the “YEAR” will be **2019** (e.g., Ms. Alaska America **2019**).  
 For MS. AMERICA® and MS. AMERICA® INTERNATIONAL and MS. INTERNATIONAL™  
 the “YEAR” will be **2019 or 2020** (e.g., MS. AMERICA® **2019 or 2020**).

**AT-LARGE TITLE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**HOME PH:** \_\_\_\_\_ **MOBILE:** \_\_\_\_\_

**OFFICE PH:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

**FAX (if available):** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**FACEBOOK PERSONAL PROFILE URL(S):** \_\_\_\_\_

**FACEBOOK FAN PAGE URL(S):** \_\_\_\_\_

**TWITTER URL(S):** \_\_\_\_\_

**INSTAGRAM URL:** \_\_\_\_\_

**OTHER URLS ( e.g. WEBSITE or BLOG):** \_\_\_\_\_

**Definitions:** Unless the context requires a different meaning, the following defined terms shall have the meaning ascribed to them:

- **Agreement** – This *At-Large Titleholder Agreement* including all attachments and related documents.
- **Applicant, Contestant, I, me, myself** – Person who applies for At-Large Title and will participate in the National Pageant. Appointment of At-Large Title will signify acceptance of application.
- **MAP** – Refers to the corporation Ms. America® Pageant, Inc. including owner of the Ms. America® Pageant Susan Jeske, MAP management, employees, volunteers, staff or any of their subsidiaries, affiliated, franchisees, sponsors, or related companies.

- **National Pageant or Ms. America® National Pageant** – The National Pageant where At-Large Titleholders go to compete for the title of “MS. AMERICA® “YEAR”, MS. AMERICA® INTERNATIONAL “YEAR”, and MS. INTERNATIONAL™ “YEAR”.
- **MS. AMERICA® “YEAR”** – MS. AMERICA® **2019** – Reigning Titleholder during her *Term of Service*.
- **MAI “YEAR”** – Ms. America® International **2019** – Reigning Titleholder during her *Term of Service*.
- **MI “YEAR”** – Ms. International™ **2019** – Reigning Titleholder during her *Term of Service*.
- **“At-Large Titleholder”, “Ms. ‘Title Name’ America YEAR”, I, contestant, me and myself** – Applicant that chooses a state or region to represent at the National Pageant and is approved by MAP. Example: Ms. Alaska America **2019** or Ms. Southwest America **2019**. At-Large Titleholder is able to make appearances during her *Term of Appointment* using this title and year.
- **Term of Service** - Length of a National Titleholders reign shall begin on the date she is so selected and end on the selection or appointment of the next National Titleholder.
- **Term of Appointment** - Length of At-Large Titleholders reign.
- **National Title** – Refers to the title MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”.
- **National Titleholder** – Refers to the reigning or former MS. AMERICA® “YEAR”, MAI “YEAR” or MI “YEAR”.
- **At-Large Title** – Refers to MS. ‘state or region’ AMERICA YEAR, as approved by MAP.
- **Titleholder** – Refers to an At-Large Titleholder and a National Titleholder, collectively.
- **“prior written consent”** – When required refers to e-mail and letter by air courier. Does not include verbal, text message or Social Media such as Facebook, Twitter, LinkedIn, Instant Message, etc.,.

I am making representations, disclosures, and agreements described below so that my eligibility to participate in the National Pageant can be determined. I understand this is an important legal document relating to my participation in the National Pageant, and by signing this document I am waiving legal rights I may have against Ms. America® Pageant, Inc. and the Pageant CEO Susan Jeske, MAP management, employees, volunteers, staff, or any of their subsidiaries, affiliated, franchisees, sponsors, or related companies (collectively, “MAP”).

#### 1. The Ms. America® Pageant Inc.

- a. MAP operates a pageant competition for women Twenty-Six (26) years of age and older who are single, divorced, widowed, or married (hereinafter “National Pageant”).
- b. The National Pageant is intended to be held at a locale as may be designated by MAP. MAP shall use reasonable efforts to provide At-Large Titleholder with notice of the contemplated locale, required At-Large Titleholder arrival date and completion date for the National Pageant, at least Sixty (60) days in advance of the required At-Large Titleholder arrival date. It is understood and agreed that, even after such notice, MAP may reschedule the National Pageant to conform to its commitments relating to MAP (and the National Pageant may even be postponed).
- c. MAP intends to organize and produce the National Pageant in which MAP will designate Two (2) different At-Large Titleholders as MS. AMERICA® “YEAR” and MAI “YEAR” and possibly MS. INTERNATIONAL™ “YEAR”. At-Large Titleholder may participate in the National Pageant as long as At-Large Titleholder has complied with, and continues to comply with, the terms and conditions of this *Agreement* and its attachments.
- d. Failure of applicant to comply with any of the terms, provisions, restrictions, agreements, or obligations hereof shall, at the option of MAP, result in the entrant’s disqualification, loss of title and return of crown, sash, and any and all prizes awarded.
- e. MAP shall award to each person selected as a National Titleholder such, honors, trips, prizes, and other benefits, as shall be arranged by MAP, IN ITS DISCRETION, for the winners of the National Pageant. Provided that National Titleholder is in compliance with, and remains in compliance with, the terms and conditions of this *Agreement* and attached documents and all other related *Agreements*, if she is selected as a National Titleholder, her *Term of Service* shall begin on the date she is so selected and end on the selection or appointment of a person with the same National Title. During this period the duties of National Titleholder may include travel and participation in personal appearances domestically and internationally. These activities must reflect the values and standards of MAP (classy, conservative, elegant and business professional) and to enhance its visibility and maintain its public acceptance.

- f. Rules and Regulations Subject to Change: I understand and agree that all rules, regulations and Agreements are subject to change, modification, and additions, as determined by MAP. Any such modifications and addition will be provided to At-Large Titleholders in a timely manner.
- g. Returned Check Fee: I understand and agree that there will be a Forty-Five Dollars (\$45) **fee assessed for any returned check**. If a check is returned, I agree that all funds will be paid to MAP in the form of money order, cashier's check, or via the Internet.
- h. Refunds: I understand and agree that after acceptance and appointment of a title, in the event MAP determines I am ineligible and not allowed to compete in the National Pageant, or I withdraw voluntarily for any reason, I will not be entitled to any refund whatsoever. Under no circumstances and not for any reason shall I be entitled to a refund in whole or in part of any fee(s) paid. All fee(s) paid to MAP are not refundable and not transferable in full or in part under any circumstances. This includes, but not limited to entry fees, advertising fees, application fees, program book ads, pageant admission tickets, sales fees, guest meal fees, extra event fees, crown and sash fees, *People's Choice Award* votes, special award fees, and any other fees paid to MAP by you or on your behalf by any other party.
- i. Politics: I understand that MAP is a No Politics pageant and I will not post political statements, opinions or anything that could be misconstrued as a political statement or opinion on any form of social media, media or Internet. I will not use my title to endorse any political figure or promote any political agenda, or cause, or anything that could be misconstrued as a political figure or political agenda or cause.

## I REPRESENT AND WARRANT AS FOLLOWS:

### 2. Eligibility to Participate in the National Pageant:

- a. Eligibility Issues: I understand and agree that MAP shall determine all issues as to eligibility to compete in the National Pageant. I agree to abide by an eligibility determination both as to myself and other applicants.
- b. Age: I am or will be Twenty-Six (26) years of age or older on or before the date of the first preliminary round of the National Pageant. I agree to furnish a copy of my Driver's License, Birth Certificate and/or Passport to MAP within Two (2) business days of any request for said materials made by MAP. This is to determine eligibility requirements for both the pageant itself and the different age categories within the pageant.
- c. Citizenship and Legal Resident: I am a citizen or legal resident of the United States of America and will remain a citizen or legal resident of the United States of America during the National Pageant. If I win the National Pageant, I will remain a citizen or legal resident of the United States of America until my *Term of Appointment* ends.
- d. At-Large Titleholder must speak English.
- e. Prior Participation: If I was a former or reigning National Titleholder, I cannot compete for the same title again, however, I can compete for another national title offered by MAP. MS. AMERICA® "YEAR" or MAI "YEAR" or MI "YEAR" cannot compete for another MAP National Title the same year she is crowning her successor.
- f. Willingness to Contract for Other Performances: In the event the National Pageant is arranged to be produced into a film, television show or Internet production (e.g., a documentary or reality show), I understand and agree to contract with any necessary third parties to allow for participation in said production. In the event I am unable or unwilling to contract with said third parties or unable or unwilling otherwise to participate in said production, MAP shall have the authority to declare me ineligible to participate as an At-Large Titleholder in the National Pageant and revoke any appointed title. I understand and agree that there will be NO REFUNDS of any kind. No Exceptions!
- g. At-Large Title Representation: I understand and agree that if accepted to participate in the National Pageant, I may choose any state or regional title that I would like to represent as long as it has been approved by MAP and does not interfere with the intellectual property of another party. I understand and agree that MAP retains full and ultimate authority for any and all decisions regarding the assignment and authorization to use **At-Large Titles** and **National Titles** associated with MAP. I understand and agree that should an intellectual property

conflict arise MAP may require me to change my **At-Large Title** or **National Title** and I agree to comply immediately and in perpetuity upon notification.

- h. Term of Appointment: Upon acceptance and payment of fees, I will receive my appointment as an At-Large Titleholder and begin my *Term of Appointment*. Such *Term of Appointment* will expire the day after the last day of the National Pageant for the At-Large Titleholders year. At-Large Titleholder may request permission in writing to extend her *Term of Appointment* after the National Pageant to the end of the Calendar year. Such written consent by MAP, if granted, will be delivered in writing by e-mail or letter.
- i. MAP retains the right to assign titles to qualified Applicants at any time for the upcoming National Pageant. (i.e., a **2020** At-Large Titleholder may be assigned during the **2019** calendar year, even if the title is being held contemporaneously by a **2019** At-Large Titleholder).
- j. Complimentary Tickets to MAP: All At-Large Titleholders **and** National Titleholders understand and agree that MAP will receive One (1) *complimentary* invitation to ALL events and appearances any Titleholder is invited to or secures on her own. MAP will designate the representative(s) who will receive the One (1) *complimentary* invitation.
- k. Talent Release for TV, Media and Promotion: I understand and agree that MAP and its officers, directors, employees, heirs, legal representatives, assignees and all persons acting under its permission or authority the absolute right and permission to copyright, in its own name or otherwise and use, re-use, video images, publish, and re-publish photographic portraits or pictures of me or in which I may be included, in whole or part, I also consent to the use of any printed matter and ALL VIDEO OR FILM FOOTAGE in conjunction therewith. I hereby release from liability, discharge and agree to save harmless MAP, its officers, directors, employees, heirs, legal representatives, assignees and all persons acting under its permission or authority from any liability. I agree that the footage or film images of myself may be used for television, cable, home video, Internet, etc.
- l. I understand and agree that MAP may authorize sponsors, civic organization(s), distributors, charities, businesses, radio, and television, networks and stations, newspapers, websites, Internet, social media, media and licensees, franchises, to use my, name, likeness, depiction, voice, visual and/or audible images, biographical material, for any advertising or publicity in relation to the production, display, broadcast (over the air, Internet, Cable, CD, USB Drives, DVD) and/or republication of any MAP events, other projects approved by MAP relating to MS. AMERICA®, or MAI, or MI activity, in any and all manners and/or media previously known, now known, or unknown in the future, in perpetuity, without consent from or payment to At-Large Titleholder or National Titleholder.
- m. I understand and agree that if I am selected as an At-Large Titleholder, I will not make any endorsement, commercial tie-ups, book publishing agreements, personal appearances, or accept any motion picture, or television engagements, Reality TV Show, or participate in any advertising or promotion, commercial tie-ups or endorsement in connection with my At-Large Title, except as arranged by and with prior written consent by MAP. This includes former At-Large Titleholders and National Titleholders.
- n. Business Contracts: I understand and agree that I am not currently a party to any contract written or verbal with any person, firm, association, attorney, business, PR firm, publicist, charity, or corporation to act as my agent, personal manager, publicist, business manager or any other business capacity with respect to any present pageant title I hold or may hold nor have I made any commitments for the future regarding any such titles.
- o. Appearances: I understand and agree that I will not receive compensation in any form from MAP for appearances. My responsibility during appearances will be to promote MAP and seek out potential Contestants for the next years pageant. I understand that MAP is not directing or controlling my appearances or activities outside of the national pageant.
- p. I understand and agree that all decisions throughout my reign as an At-Large Titleholder “YEAR”, MS. AMERICA “YEAR”, MAI “YEAR” or MI “YEAR” concerning photographs, appearances, social media, endorsements, testimonials, media interviews, websites, promotions, advertising, production and all other aspects are solely at the discretion of MAP and I must have prior written consent.
- q. National Titleholder Agreement: I understand and agree that if I am selected as a National Titleholder, the *National Titleholder Agreement* becomes effective immediately. As a National Titleholder I also agree to the

terms and conditions of this *Agreement* and attached documents. As MS. AMERICA® “YEAR” or MAI “YEAR” or MI “YEAR” the rules, regulations and Terms of this *Agreement* that I sign along with attached documents continue to be enforced. Should I win the National Title, I agree to sign the *National Titleholder Agreement* with more specific details including, but not limited to, appearances, expenses, and other items which may not have been outlined herein.

**3. Personal Characteristics:**

- a. Marital Status: I may be single, divorced, widowed or married, with or without children.
- b. Good Character: I represent that I am of good moral character, and I have not, nor if married, my husband, has not engaged in any activities which, if disclosed to the public, would bring, or tend to bring, myself, the CEO, Susan Jeske of MAP, MAP management, employees, directors, agents, volunteers, staff, or any of their subsidiaries, affiliated, franchisees, licensees, sponsors, or related companies into disrepute, ridicule, or contempt including but not limited to, any type of use of illegal drugs, any other illegal behavior or activity, any felony conviction, probation or misdemeanor involving moral turpitude. This also includes nude, implied nude, lewd or lascivious media. In the alternative, I have disclosed such involvement to MAP. I understand that it is my responsibility to inform MAP of any activity I have engaged in that may have violated the above paragraph. Whether or not such activity meets this definition will be decided in the sole discretion of MAP and I agree to this discretion in advance for a determination as to my eligibility. I agree to accept MAP’S decision without question or argument both as to myself and other applicants. Failure to disclose this information may result in disqualification and relinquishment of my State, Regional or National Title.

I have not participated in any of the activities as set forth in Paragraph 3b:  
TRUE \_\_\_\_\_ FALSE \_\_\_\_\_

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

- c. Gender: I am a naturally-born female and have always been a female.
- d. Criminal Record: Other than minor or petty offenses, I have never been convicted of any criminal offense (this includes a DUI) and there are no criminal charges presently pending against me. I understand that if criminal offenses/charges in my state are considered minor or petty offenses in another state, I may appeal to MAP. This appeal must be presented to MAP through legal counsel.

I certify that 3c and d are: TRUE \_\_\_\_\_ FALSE \_\_\_\_\_

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

- e. I understand and agree that “MS. ‘Title Name’ AMERICA YEAR” must not have been convicted of a felony crime. If for some reason I am convicted of a felony crime during my *Term of Appointment*, my title will have been revoked Fifteen (15) minutes prior to the incident.
- f. Health: I certify that I am of good health physically and mentally and can, to the best of my knowledge, participate fully and without limitation in any National Pageant activities or MAP scheduled events. I am able to perform the professional responsibilities of “MS. ‘Title Name’ AMERICA YEAR”, if chosen as an At-Large Titleholder. Any current medical condition or disability will not impede my ability to compete or complete my *Term of Appointment* or fulfill my obligations under this *Agreement* and its attached documents. I will not require any special assistance. Any assistance I may require may be determined by MAP as unreasonable or exceptional. Any accommodations approved by MAP will be my sole responsibility, including but not limited to financial, nor should such accommodations create a benefit or advantage not afforded to all At-Large Titleholders. Upon request of

**Initial:** \_\_\_\_\_

MAP, I will provide or cause my health care provider(s) to provide MAP with all of my health care records as necessary to verify the accuracy of this representation. MAP may share this information.

- g. Special Meals, Medicine, or Vitamin: I understand and agree that if I have special meal, medicine, or vitamin requirements then it is my responsibility to provide these needs on my own and at my own expense.
- h. Substance Abuse: I do not use or consume any illegal substances 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, prescription drugs or other dangerous substances.

#### 4. Professional and Personal Background Information:

a. Present Employment:

I am presently employed ( ) full-time ( ) part-time (check as applicable)

by \_\_\_\_\_,

located in the City of \_\_\_\_\_, State of \_\_\_\_\_

I hold the position of \_\_\_\_\_

and my responsibilities include \_\_\_\_\_

Supervisor name and phone number: \_\_\_\_\_

b. Medical Information (Complete Attachment B – Emergency Information Form).

Current Medical Condition I do not presently suffer from any illness, disease, or disability that will prohibit, restrict, or impair my ability to fulfill my obligations under this *Agreement* or to fulfill my *Term of Service* or *Term of Appointment*.

At the present time (check as applicable):

\_\_\_\_\_ I **am not** currently receiving any treatment or medication for any medical condition.

\_\_\_\_\_ I **am** receiving treatment or medication described in Attachment B.

\_\_\_\_\_ I **am not** receiving treatment or medication for this condition described in Attachment B.

**AND**

\_\_\_\_\_ I **do** expect to be taking medication or to be receiving treatment for this condition during the National Pageant or, if selected as a National Titleholder, during my *Term of Service*.

\_\_\_\_\_ I **do not** expect to be taking medication or to be receiving treatment for this condition during the National Pageant or, if selected as a National Titleholder during my *Term of Service*.

#### 5. Contractual and Other Obligations:

- a. Prior Contractual Commitments: I am not a party to any contract written or verbal with any person, firm, or corporation in respect to any present pageant title that I hold or may hold, nor have I made any commitments for the future regarding any such pageant titles. I do not have any legal obligations that would prevent or limit my participation and appearances or use of my name, voice or likeness, photograph, picture, video and/or audio recording in the National Pageant or elsewhere related to MAP.
- b. Availability for Term of Appointment or Term of Service: I do not have any legal obligations that would prevent or limit my participation and appearances, if appointed as an At-Large Titleholder or selected as MS. AMERICA® “YEAR” or MAI “YEAR” or MI “YEAR” during my *Term of Appointment* or *Term of Service*.
- c. Other Competitions: I understand and agree that if I win the title of MS. AMERICA® “YEAR” or MAI “YEAR” or MI “YEAR”, I will continue to hold said title granted until my successor is selected or appointed. I agree that, during my *Term of Service* and for Twelve (12) months after the expiration of that *Term*, I will not associate in any way, either directly or indirectly, including as a contestant, promoter, recruiter, or otherwise, in any other National or International Pageant or preliminary competition of a similar nature to the Ms. America® National Pageant without the prior written consent of MAP.

- d. International Pageants: I understand and agree that if appointed by MAP to represent the USA to compete in an International Pageant that I will not, nor will any of my friends, family members, sponsors, or business associates, solicit the International Pageant Organizers, agents or sponsors for any reason whatsoever including to becoming a City, State, National, Regional, or International Director, Agent or Organizer for their International Pageant system or any contest or pageant system. Further I will not allow any of my friends, family, sponsors, or business associates, to be solicited by ANY Pageant Organization. I understand that this includes finding contestants/delegates/candidates for ANY competition or pageant. I understand and agree that these are business clients of MAP and Susan Jeske, and all inquiries are to be referred back to MAP and to Susan Jeske.
- e. Prize / Gift Sharing: I have not made and will not make prior to delivery any agreement to share any prize(s) or gift(s) I receive from my participation in the National Pageant and/or winning the National Pageant with any individual, corporation or organization.
- f. Separation of Job / Business and Title: I understand and agree, that if I am appointed an At-Large Title by MAP that I will not use my title to endorse, promote or solicit any job, business, product, service, or company in any form including, but not limited to electronic, video, audio, seminars, and personal communication, without prior written consent by MAP. Electronic communication can include but is not limited to Webinars, Social Media, Internet, Facebook, LinkedIn, Twitter, or mass emailing. Any solicitation or promotion of a business using an At-Large Title or former At-Large Title by MAP will result in an endorsement fee of Five-Thousand Dollars (\$5,000) per such use. The fee shall be owed and paid to MAP. Any endorsement fees not paid within Thirty (30) days of notification by MAP will result in additional fees to be paid by Titleholder for legal remedy of said manner.
- g. Conflict of Interest: Titleholder may accept or continue employment not related to her obligations to MAP and may be a party to contracts relating to her personal services, including a talent agency contract, modeling contract, or theatrical contract, provided however, that such employment or contracts shall not:
1. Authorize, require, or permit the use of the name MS. AMERICA® or MAI or MI nor make any reference to Titleholders participation in the national pageant.
  2. Include any endorsement or commercial tie-in based on Titleholders image, likeness, or name.
  3. Interfere in any way with her obligations as Titleholder.
- h. Use of Crown and Sash after Term of Appointment: I understand and agree that after the conclusion of my *Term of Appointment*, I will not wear the crown or sash of my At-Large Title nor appear as "MS. 'Title Name' AMERICA YEAR" for the purposes of advertising or endorsing any company, charity, product, book, Reality TV show, person, cause or service, unless I have received prior written consent of MAP. I understand that MAP shall not be obligated to approve any such appearance or use of the "MS. 'Title Name' AMERICA YEAR". I agree to pay a minimum of a One-Thousand Dollars (\$1,000) fine per violation. Any fines not paid within Thirty (30) days of discovery by MAP will result in additional fees to be paid by Titleholder for legal remedy of said manner.
- i. Use of MAP Titles, Words and Symbols after Term of Appointment or Term of Service: I understand and agree that if during or after the conclusion of my *Term of Appointment* or *Term of Service*, if I am advised by MAP, in its sole and exclusive judgment, my use of the title ("MS. 'Title Name' AMERICA YEAR" or MS. AMERICA® "YEAR" or MAI "YEAR" or MI "YEAR") words or symbols associated with MAP and the National Pageant has caused, or is reasonably likely to cause harm or confusion, I agree to discontinue any such use immediately. I understand and agree that the judgment of MAP shall be final and binding on me in perpetuity.
- j. I understand and agree that upon breach of this *Agreement* and its attached documents, for any reason or cause as determined by MAP, At-Large Titleholder or National Titleholder shall surrender and relinquish all designations and titles conferred upon her, and agrees to thereafter make no claim to any designation or title relating to MAP, including "MS. 'Title Name' AMERICA YEAR" or MS. AMERICA® "YEAR" or MAI "YEAR" or MI "YEAR".
- k. I understand and agree that provided At-Large Titleholder or National Titleholder has not breached this *Agreement*, titleholder may refer to the fact that Titleholder was "MS. 'Title Name' AMERICA YEAR" or MS. AMERICA® "YEAR" or MAI "YEAR" or MI "YEAR", or refer to the title or designation granted to Titleholder, in connection with any of her employment or engagements, compensated or uncompensated, which reference, however, shall be only incidental or in a biographical context, to any services or rights in any advertising or

publicity not directly related to MAP.

- l. Pageant: I understand and agree that during my reign as a state or regional titleholder I will be loyal to MAP and give my time and energy to my pageant title and this title only. I agree that this will be my main pageant or competition-related priority and that I will not promote verbally, in writing, or on any social media any other pageant title(s) or pageant system(s). This will also prevent trademark or brand confusion.
- m. I understand and agree that all rules and regulations are subject to change, modification, and additions, as determined by MAP. Any such modifications and additions will be provided to At-Large Titleholder and National Titleholder in a reasonable and timely manner.

#### **6. Participation in the National Pageant:**

- a. I understand and agree that MAP shall have sole judgment and control over every aspect of the National Pageant, that MAP decisions on all matters related to the National Pageant shall be final and binding on me in all respects, that MAP decisions on all matters related to the National Pageant shall not be subject to challenge or appeal, and that MAP decisions on all matters related to the National Pageant shall not be subject to any limitation whatsoever, except for limitations imposed by law. I understand and agree that, using MAP's sole judgment, MAP will determine the manner and method of conducting and judging the National Pageant and of selecting the winner of the National Pageant. 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 MAP reserves the right to establish and modify, in its sole judgment and at any time, the procedures and/or standards that MAP will employ for judging the National Pageant.
- b. Host Hotel: I understand and agree to book reservations and stay at the host hotel during the dates that will be determined by MAP. I understand and agree that while I may share a hotel room, it cannot be with any other At-Large Titleholder(s). I understand that in order to check into the host hotel room at the National Pageant, I will be required to have a valid credit card.
- c. I understand and agree I will make myself totally available during the National Pageant competition period and will fully cooperate in all pageant activities.
- d. I understand and agree to attend the Ms. America Pageant National Competition and be on time for events and a fully engaged participant. I will not leave the venue of the final competition until the conclusion of the pageant event and will be present on-stage during all required times. This includes all stage appearances after the Top 15, 10 and 5 have been announced and on-stage photos of the Top 15, 10 and 5 following the conclusion of the production.
- e. Responsibility of Expenses: I understand and agree that I will be responsible for all my expenses relating to the National Pageant and during my reign as an At-Large Titleholder or National Titleholder including but not limited to competition items, all travel expenses, additional tickets, special meal requirements, business and autograph cards, medicine, excess baggage fees, dry cleaning, phone calls, personal expenses, entry fees, Union fees, Passport fees, wardrobe, parking, postage, babysitting fees, photo shoots, videos, competition wardrobe, cosmetics, or other items. This includes transportation, both to and from official event locations, and early arrival and late departure room fees.
- f. I understand and agree, neither to leave the group of organizers and the At-Large Titleholders, nor to accept any personal invitation(s) from a person(s) not belonging to the group. I agree to participate in all activities as designated by MAP, including but not limited to, official events, rehearsals, dinners, photo shoots, and media interviews.
- g. I understand and agree that I will not, either during my participation in the National Pageant or anytime afterward, collect the phone numbers, addresses, Facebook, LinkedIn, Twitter, or e-mails of the At-Large Titleholders, National Titleholders, visiting queens, judges, affiliate, vendors or sponsors for the purpose of promoting another pageant system, business, product, service, civic or political organization or cause.
- h. Deadline to claim prizes, gifts and awards: As an At-Large Titleholder, I understand and agree to accept any and all award(s), gift(s), and prize(s), which may be awarded to me by or on behalf of MAP in connection with my participation in the National Pageant. I understand and agree that all award(s), gift(s) and prize(s) not claimed



within Sixty (60) calendar days of the National Pageant become the property of MAP. I understand and agree that I am responsible for all shipping, taxes and handling costs of awards(s), gift(s) and prizes(s).

## 7. At-Large Titles:

- a. At-Large Titles: I understand and agree that upon acceptance and payment of appropriate fee(s), I may choose any state or regional title as long as it has been approved by MAP and does not interfere with the intellectual property of another party. At-Large Title will consist of "MS." followed by a state or region, followed by "AMERICA YEAR" (e.g., Ms. Alaska America "YEAR" or Ms. Southwest America "YEAR").
- b. Competing in other pageant systems: I understand and agree that once I assume an appointed At-Large Title, I cannot compete in any other pageant until my reign as an At-Large Titleholder ends, which will be the day after the National Pageant. I understand that if I do compete in other systems, my crown, sash, title and all rights and prize(s), perk(s), benefits, and gift(s) will be revoked and forfeited.
- c. Agreement to compete at National Pageant: I understand and agree that I accept my At-Large Title with the understanding that I will compete at the National Pageant and assume all responsibility for payment of fees and expenses.
- d. Ownership of At-Large Titleholder Crown and Sash: I understand and agree that At-Large Titleholder crown and sash are not to be considered purchased material with the payment of my entry fee. Only after I compete in the National Pageant and follow all rules will I consider the crown and sash to keep as my own. At-Large Titleholder crown and sash are the property of MAP and are to be used for appearances and to help raise funds to go toward pageant fees and expenses only. If for any reason I am unable to fulfill my obligations or cannot attend the National Pageant, my title, crown, sash and any other sponsored or gifted items will remain the property of MAP. I will then return in like new condition to MAP said items. If I am unable to return in like new condition I will pay the fees charged by MAP for new items.
- e. National and At-Large Titleholder Crown and Sash: I understand and agree to not alter the At-Large Titleholder crown or sash, if any, provided to me by MAP, including, but not limited to alterations such as the adding of rhinestones or covering up text on the sash. I agree that if I lose or damage my At-Large Titleholder crown or sash then I am responsible for paying for a new crown (if available) at a cost of One-Hundred and Fifty Dollars (\$150.) and/or sash at a cost of Seventy-Five Dollars (\$75.), plus any shipping and handling costs. I further agree that I will only wear the At-Large Titleholders crown with the At-Large Titleholders sash. I will not wear the At-Large Titleholder crown with any other sash. Nor will I wear the At-Large Titleholder sash with any other crown. This applies to all titles within MAP system including National Titles.
- f. I understand and agree that if I, another person, company, business, charity, political or civic organization is interested in using my name, likeness, and title, that all contracts and negotiations will be referred to MAP 14 days prior to the event. I understand and agree that in perpetuity, if the title I represent or represented is requested for use by myself, or anyone else I must receive prior written consent from MAP. No Exceptions. I understand and agree in perpetuity, that if I deviate from this, I will be fined Two-Thousand Dollars (\$2,000) per violation.
- g. Trade Secrets and Confidentiality: I understand and agree to not use or disclose to any party information or trade secrets obtained or learned as a result of my appointment as an At-Large Titleholder and/or participation in the National Pageant, nor shall I authorize others to do so. This will include, but is not limited to passwords, contracts, pageant procedures, documents, forms, sponsor information, judge's information, vendors, etc.
- h. I understand and agree to authorize MAP and those authorized by MAP, 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 an At-Large Titleholder or National Titleholder, or any other written or oral statements I make in connection therewith. I irrevocably authorize MAP and those MAP authorize to secure information about my experiences and representations from any source, including, without limitation, my current and former employers, associates, family members, educational institutions, government agencies, medical professionals, credit reporting agencies, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me to MAP and its authorized representatives. 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 MAP and those MAP authorize pursuant to this provision or otherwise may be used for any purpose designated by MAP in MAP'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 advertisements, promotions, publicity, marketing, and merchandising, and in any other manner.

- i. I understand and agree that while I am an At-Large Titleholder, a state or regional Pageant Director may be approved by MAP at any time during my *Term of Appointment* and I agree to assist any such Pageant Director in any reasonable way possible to promote the pageant system.

## 8. Promotion of the Title / Appearances:

- a. Clarification of Trademark and Brand: To avoid trademark or brand confusion with other pageant systems, I understand and agree that I will ALWAYS, in perpetuity, in all written and oral communications, use the full title and year granted by MAP (e.g. Ms. Alaska America 2019). This includes all television, interviews, print, business cards, press releases, electronic e-mail, social media, websites, blogs, appearances, promotional material, biography, resumes, written articles, speeches, etc. I agree that it is my responsibility to use my best efforts to ensure that any third party such as a writer or announcer also uses my full title with the full year.
- b. Use of "Reigning" or "Current" With Title: I will not use the words "reigning" or "current" in conjunction with my At-Large Titleholder title or "current" or "reigning" in conjunction with MS. AMERICA® 'YEAR or MAI "YEAR" or MI "YEAR". (e.g. "The article was written by the reigning Ms. America® **2019**" or "This appearance will be featuring the current Ms. America® **2019**").
- c. In any biographical profile or "about me" section on any social media, press release, website etc., I will include the following language. "Ms. America® Pageant Inc. is for women 26 years of age and up who are single, divorced, widowed or married. To learn more, visit: [www.MsAmericaPageant.com](http://www.MsAmericaPageant.com)."
- d. Loyalty to MAP: I understand and agree that during my reign as an At-Large Titleholder or National Titleholder, I will be loyal to MAP and give my time and energy to my state, regional or national pageant title and this title only. I agree that this will be my main pageant-related priority and that I will not promote verbally, in writing, or on any social media any other pageant title(s) or pageant system(s).
- e. Positive Image: I understand and agree to present a positive image of MAP and its participants at all times, before, during, and after the National Pageant. I will conduct myself at all times with dignity, grace and good manners whenever I am wearing my crown and/or sash. My behavior will always reflect the brand which is classy, conservative, elegant and business professional.
- f. Appearance Definition: An appearance must create a positive image for the pageant by interacting with the public. (A press release **could** be made and positive media coverage **could** happen, but is not required.) and may include but is not limited to radio, television, newspaper and magazine interviews. Public appearances at events such as parades, charities, fundraising events, grand openings, Chamber of Commerce events, fashion shows, emcee, judging a contest, telethons, 5K walks and other sporting events. motivational speaking, National Anthem singer, visiting senior citizen homes, USO, honoring veterans, feeding or free haircuts to the homeless, guest instructor/lecturer, children's hospital visitation, celebrity chef or waitress or signing autographs at events or a tradeshow/Expo/Convention, etc.
- g. HUG PATROL: I understand and agree that the **Hug Patrol** is counted as an appearance. The **Hug Patrol** is a very popular outreach program at Senior Citizen Centers and Nursing Homes. The best way for a queen to organize a **Hug Patrol** is to work with the Activities Director of the Senior Citizen Center or Nursing Home. There are organized activities for the seniors to attend on a weekly basis. The queen makes an appearance during a time where there is an organized activity and she walks around wearing her crown and sash giving out hugs during that time. Photos are fun too! Senior Centers or Nursing Homes love to work with this program and queens usually include a time afterwards to go to the rooms of residents that are not mobile and give them hugs as well!
- h. Queens Corner and minimum appearances: I understand and agree that it is both my responsibility as well as MAP to promote my title. I understand that to keep my title I must arrange and make at least one (1) appearance per month as an At-Large Titleholder. I understand and agree to wear my crown and sash at the appearance

and take photos of my participation for it to count as an appearance. In order to assure that the appearance reflects the standards and image of MAP, I understand that all appearances must be approved by MAP before the date of the appearance. I agree to go to the Pageant website [www.MsAmericaPageant.com](http://www.MsAmericaPageant.com), click onto **Queens Corner** and fill out the **Request Form** for appearances. I understand that if more than Two (2) appearances have not been approved and I still attend the event, then MAP has the right to remove my At-Large title with no recourse.

- i. Photograph Appearances: I agree that all my appearances will be photographed proving my attendance at the event. I agree to upload photos and information about the event on my required **Facebook Personal Profile Page** and share it with or Tag Susan Jeske's **Facebook Personal Profile Page**.  
[www.Facebook.com/SusanJeske.ceo](http://www.Facebook.com/SusanJeske.ceo)
- j. I agree to share my appearances on the Pageant Group Page: <https://www.facebook.com/groups/MsAmerica/>
- k. **E-mail**: I understand and agree that as an At-Large Titleholder, I can create a new e-mail address to identify my title which must include the full year. An example of an e-mail is: [MsAlaskaAmerica2019@gmail.com](mailto:MsAlaskaAmerica2019@gmail.com) or [MsAKAmerica2019@gmail.com](mailto:MsAKAmerica2019@gmail.com)
- l. **Facebook Personal Profile**: I understand and agree to create One (1) **Facebook Personal Profile Page** (Not a **Fan Page**) using my name. I will "**Friend**" Susan Jeske at – <https://www.facebook.com/susanjeske.ceo> . I agree to use this as my main Ms. America® Pageant Facebook Page where I will post my appearances related to MAP. I understand and agree that MAP and Susan Jeske can copy or "share" any of the content. I will keep my self-employment, business or company I work for in a separate Facebook Personal Profile page. This is to avoid endorsement or confusion using your title with a company, product or service.
- m. **Facebook LIKES**: I agree to **LIKE** the following **Facebook Fan Pages**:  
[www.facebook.com/SusanRJeske](http://www.facebook.com/SusanRJeske)  
[www.facebook.com/MsAmericaInternational](http://www.facebook.com/MsAmericaInternational)  
[www.facebook.com/MsAmericaPageant](http://www.facebook.com/MsAmericaPageant)  
[www.facebook.com/MsInternationalPageant](http://www.facebook.com/MsInternationalPageant)
- n. **Facebook Fan Page**: I understand and agree that once I create my Facebook Personal Profile Page, I may (not required) create one (1) **Facebook Fan Page**. The **Facebook Fan Page** will be under the category of "Artist/Band or Public Figure" and I will choose the subcategory of "PUBLIC FIGURE." The name of the page shall be Name - "*MS. 'Title Name' AMERICA YEAR*". (e.g. **Jane Doe - Ms. Alaska America 2019**). **I must use the full "YEAR" of my reign.** I will implement any settings/titles/content on my page that is requested of me or change/delete my Facebook Fan Page settings/titles/content if requested by MAP. MAP believes that it is best to create a Fan Page using your name only, but should a contestant want to create a Fan Page using her title, it must be her name first – and then title and year afterwards.
- o. **Social Media Requirements**: Social Media shall include but not be limited to Facebook Personal Profile and Fan Page, Twitter, LinkedIn, Blog, Instagram, Snap Chat and personal websites. Any MAP related artwork used on these sites, accounts and pages must be the official MAP approved artwork. I agree that MAP will be made aware of and have full access to view any and all contents on such sites, pages and accounts. I agree I am responsible for all costs associated with all sites, pages, and accounts. I further agree that I am responsible for the content on the sites, accounts and pages and any legal ramifications from my posting on the sites, accounts and pages. I also agree that I will remove any content from the sites, accounts and pages that MAP requests to be removed. I agree to indemnify and hold harmless MAP for any wrongful acts conducted by me, or my agents on such social media or websites. I understand and agree that I will hold my business and professional sites, accounts and pages separate from my pageant site, accounts and pages. I acknowledge use of any term connected with MAP or any MARK of MAP does not give me rights to ownership of use of said marks and can only be used through prior written consent from MAP.
- p. **Social Media Accounts**: I understand and agree that, in order to ensure compliance with this *Agreement* and the *Code of Conduct*, ALL my Social Media accounts may be monitored which includes Facebook Personal Profiles, Fan Pages, Twitter and even Personal or Professional Websites. In order to facilitate this process, I will ensure

MAP has complete access to ALL social media profile(s). MAP has the right to remove, or ask me to remove any content, which I may post during my *Term of Appointment*.

- q. **Domain Name:** I understand and agree that I will **never** create any domain name, website or URL using my appointed At-Large Title or any MS. AMERICA® “YEAR” or MAI “YEAR” or MI “YEAR” title or any Domain Name containing the phrase MS. AMERICA®. Examples: of Domain Names I may **NOT** create.  
[www.MsAlaskaAmerica2019.com](http://www.MsAlaskaAmerica2019.com)  
[www.JaneDoe-MsAlaskaAmerica2019.com](http://www.JaneDoe-MsAlaskaAmerica2019.com)  
[www.MsAlaskaAmerica.com](http://www.MsAlaskaAmerica.com)  
[www/Facebook.com/MsAlaskaAmerica](http://www/Facebook.com/MsAlaskaAmerica)
- r. **Commercial Use:** I understand and agree that I may not show, offer or sell any products or services via my MAP authorized and approved accounts on Facebook, Twitter, Website, LinkedIn, etc., or any other channel of distribution without prior written consent from MAP.
- s. **Personal Information:** I understand and agree that at no time during my reign will I give out my personal phone number or address. In the event that I do, MAP is held harmless. I understand that MAP is doing this to protect me and my personal property. MAP recommends renting a Mail Box from a UPS Store.

## 9. **Conduct:**

- a. **Concerns and Complaints:** I understand and agree that any problem, concern or complaint should be communicated only to Susan Jeske - CEO of MAP, MAI and MI Pageant. Failure to comply with this paragraph may result in loss of title.
- b. I understand and agree to not communicate with any judge, sponsor, or affiliate by mail, phone, e-mail, or any Social Media such as Facebook, LinkedIn, Twitter, etc., either before or after the National Pageant unless I receive prior written consent from MAP. Unintentional contact at the National Pageant is unavoidable. Should I have unintentional contact with a judge, I will keep all conversation cordial and brief such as a simple greeting of “Hello, Nice to see you!”
- c. **Code of Conduct:** I understand and agree that I will sign the *Code of Conduct* indicating agreement to abide by the terms specified therein.
- d. **Engage in Nude, Lewd or Lascivious Media:** I understand and agree that as an At-Large Titleholder or National Titleholder I shall not knowingly or intentionally engage in nude, lewd, or lascivious media of any kind.
- e. **Preparing for the Pageant:** I understand and agree to not allow anyone into the official National Pageant dressing room. I understand that I am required to do my own hair and makeup, or to use the staff provided. I understand that I may elect at my own expense to have a hairstylist and makeup artist come to my hotel room to help me prepare for the National Pageant. Only At-Large Titleholders, National Titleholders, and MAP staff are allowed backstage.
- f. **Conduct of Significant Other:** I understand and agree that husband, boyfriend, and “significant other” when attending events with the At-Large Titleholder, will act in a conservative manner in public. No shows of possessiveness, kissing, or public shows of affection while At-Large Titleholder is making an official appearance with crown and sash. At-Large Titleholder needs to have a professional demeanor at all appearances and be “approachable.” The focus of any appearance is the enhancement of the event, the At-Large Titleholder, and promoting MAP.
- g. **Wardrobe:** I understand and agree to furnish my own competition wardrobe for the pageant which may include purchasing an Opening Production outfit or costume, if requested as specified by MAP. I understand wardrobe selections should be classy and elegant. If I have any questions regarding the propriety of my wardrobe selection, I will ask MAP for approval. I understand and agree that I will supply my own appropriate wardrobe for rehearsals, dinners, and events in connection with the National Pageant.  
**2019 Opening Production Number:** Outfit will be a solid color RED COCKTAIL DRESS. As close to the color red as in the United States flag as you can get. Taupe or beige shoes are to be worn with the red cocktail dress.

- h. Electronic Devices: I understand and agree that cell phones, iPad/Tablet Computer, video, and texting are not permitted during rehearsals. At-Large Titleholders and National Titleholders are not permitted to use cameras or video cameras backstage at any time. Cameras, video, and social media are permitted at events prior to the pageant.
- i. Bring Sash to National Pageant: I understand and agree that I will bring my At-Large Titled sash to the National Pageant and that my sash will be used during the National Pageant and during appearances.
- j. Tattoos and Piercings: I understand and agree that I will not publicly expose any tattoos, tongue piercings, or body piercings (excluding a single piercing in each ear) while at the pageant or any time during my *Term of Appointment* or *Term of Service*. I will not publicly expose any tattoos, tongue piercing, or body piercing while I hold the title within any photos or videos.
- k. Prohibition on Promotions: I understand and agree that I shall not promote, participate, or be featured in any dramatic production, Reality TV Show, musical production, music video, political event, radio production, written publication, television appearance, and/or motion picture using any trademarked MAP materials including titles, crown or sash, during my *Term of Appointment* or *Term of Service* unless I first receive prior written consent of MAP.
- l. I understand and agree that I will not enter into any agreement to perform modeling, acting, performing, speaking, book publishing agreements, publishing, advertising, theatrical, or promotional services depicting, concerning, or relating in any way to my At-Large Title or National Title or my participation in the National Pageant; endorse any product, service, cause, person, or commercial enterprise if the endorsement features or references my At-Large Title or National Title or my participation in the National Pageant, or make or allow others to make use of or reference my At-Large Title or National Title or my participation in the National Pageant for any other commercial purpose, service, product, cause, , unless I receive prior written consent from MAP.
- m. Withdrawal: I understand and agree I may withdraw from the National Pageant at any time and agree that in doing so, I must return at my own expense the At-Large Titleholder crown and sash within Seven (7) days after my withdrawal from the pageant. I understand and agree that there will be NO REFUNDS of any kind. NO EXCEPTIONS! All fees paid to MAP are not refundable and not transferable in full or in part under any circumstance. This includes, but is not limited to entry fees, advertising fees, competition admission ticket sales, program book sales, and any other fees paid to MAP by anyone including, but not limited to At-Large Titleholder, family members, sponsors and advertisers. I understand and agree that if I do not return the At-Large Titleholder crown and sash then I will be fined One-Thousand Dollars (\$1,000), in addition to the cost of the At-Large Titleholder crown and sash.
- n. I understand and agree that if I withdraw as an At-Large Titleholder in the National Pageant for any reason or I am disqualified or become ineligible before, during, or after the National Pageant for any reason or am unable to participate for any reason, my At-Large Title, National Title or any title(s) awarded as a result of participation in the National Pageant, 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 MAP may make any public explanation or announcement that MAP chooses regarding such action. All archival evidence of my participation in the pageant may be removed. Further, I hereby agree that MAP may, in its sole discretion, share with any other pageant system that I have been stripped of my title.
- o. Inability or Failure to Fulfill Obligations: I understand and agree that I will surrender any title, crown, sash, gift(s), and prize(s) awarded to me by MAP, when, in the sole discretion of MAP, MAP determines that I am unable, fail, or refuse to fulfill the duties and obligations required under this *Agreement*. In the event that the title of a reigning MS. AMERICA® “YEAR” or MAI “YEAR” or MI “YEAR” is surrendered or rescinded pursuant to this *Agreement* or *Titleholders Agreement*, then MAP will select one of the first, second, third, or fourth runner-ups at the National Pageant who is still eligible to serve, under the terms and conditions of this *Agreement*, as a National Titleholder for the remaining period of the reign. Eligibility and selection is at the sole discretion of MAP.
- p. I understand and agree that if the title MS. AMERICA® “YEAR” or MAI “YEAR” or MI “YEAR” becomes vacant and I succeed to the title, I agree to serve as a National Titleholder and perform all the obligations relating to said title contained in this *Agreement* and the *Titleholders Agreement*. However, I acknowledge that if this

happens, I may not be entitled to any of the prize(s) or gift(s) awarded to MS. AMERICA® “YEAR” or MAI “YEAR” or MI “YEAR” at the time of her selection.

#### 10. Termination of Eligibility:

**I understand and agree that if, at any time between the date of this *Agreement* and the completion of my *Term of Appointment* or *Term of Service*:**

- a. any representations or statements made by me in this *Agreement* or any of its attachments is determined by MAP to be false;
- b. there is a change of circumstances that would affect my eligibility to participate in the National Pageant or to complete my *Term of Appointment* or *Term of Service*, including without limitations, changes in my residency, good character, health, reputation or, behavior that is, or MAP perceives as contrary to the values of MAP, or if relevant to my eligibility to participate in the National Pageant;
- c. I fail to conduct myself in a manner which, in the sole and exclusive judgment of MAP, is not consistent with the standards and dignity of the National Pageant;
- d. I do not abide by the *Code of Conduct* and other guidelines and limitation that will be applicable to my activities if I am selected to participate in the National Pageant, and/or if I am selected as a National Titleholder;
- e. I suffer any medical condition or disability, which, in the sole and exclusive judgment of MAP, impairs my ability to perform the duties expected of me as an At-Large Titleholder or National Titleholder, or
- f. MAP, in its sole and exclusive judgment, has determined that I am not eligible to participate or continue to participate in the National Pageant or to complete my *Term of Agreement* or *Term of Service*;

**Then all titles, awards, prize(s), crown, gift(s), sash, and benefits of my position as an At-Large Titleholder or National Titleholder shall be terminated, forfeited and returned to MAP. I understand and agree that there will be NO REFUNDS.**

#### 11. Ownership of Rights:

- a. Ownership of Titles, Trademarks, and Service Marks: I understand and acknowledge MAP’s exclusive ownership of and the validity of the trademarks and service marks “MS. AMERICA®,” “MS. ‘Title Name’ AMERICA,” “Ms. America® International,” “Ms. America® Beauty,” “Ms. International™,” “Miss Pacific U.S.™,” “Ms. America® Fitness,” “Miss International Beauty®,” and “USA International®,” and further acknowledge that the “MS. AMERICA®,” “MS. ‘Title Name’ AMERICA,” “Ms. America® International,” “Ms. America® Beauty,” “Ms. International™,” “Miss Pacific U.S.™,” “Ms. America® Fitness,” “Miss International Beauty®,” and “USA International®,” pageants and the associated trademarks, trade names and service marks are the exclusive property of MAP. All uses of these trademarks and service marks in connection with my activities will inure to the benefit of MAP. I understand and agree any goodwill attributable to my use of these trademarks and service marks vests exclusively in MAP. I agree that I will not engage in any acts or omissions which may damage or otherwise affect the MS. AMERICA® trademark and/or property rights of MAP’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 MS. AMERICA® trademarks and service marks and MAP’s rights to those trademarks and service marks or MAP’s rights to use the trademarks or service marks. I will not at any time allow others to use any of the MS. AMERICA® names, titles, logos, trademark, 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, book, biography, merchandise, job, or other product or service, unless I first receive the specific prior written consent from MAP.
- b. Trademark and Service Marks Ownership: I acknowledge and agree that all MAP Indicia, including but not limited to the “MS. ‘Title Name’ AMERICA” name, logo, service mark, trademark, banner, sash and/or crown(s) and/or anything confusingly similar, thereto, or the MS. AMERICA® or MS. AMERICA® INTERNATIONAL or MS. INTERNATIONAL™ name, logo, service mark, trademark, banner, sash, and/or crown, and/or anything confusingly similar, thereto, are exclusively reserved to and are owned and controlled by MAP without any

reservations or limitations whatsoever. At-Large Titleholder and National Titleholder may not reproduce the aforesaid material in any manner without prior written consent from MAP.

- c. Permanent Ownership of Rights: I understand and agree that 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 an At-Large Titleholder or as a participant in the events leading up to the selection of MS. AMERICA® “YEAR” and MAI “YEAR” and MI “YEAR”; or (b) while representing MAP or participating in any MAP sponsored events whether before, during or after the National Pageant or, if I am selected as MS. AMERICA® “YEAR” or MAI “YEAR” or MI “YEAR”, during or after my *Term of Service* or *Term of Appointment*, including but not limited to events such as press interviews, judge’s interviews, rehearsals and publicity events, either individually or as a member of a group, as applicable (the “Rights”), are and shall be, become and remain the property of MAP in perpetuity. The Rights may be used and reused by MAP, or anyone designated and licensed by MAP, for publicity, advertising or any other use in any medium, now known, or unknown, all as deemed appropriate by MAP in its sole discretion. I will ensure that all rights that any officially sanctioned photographer(s) may have in any official publicity photographs of me are released by that photographer(s) in favor and that any such photographer(s) shall provide a written release of such rights on a form acceptable to MAP. I understand and agree that the provisions of this section shall specifically survive the termination of this *Agreement*.
- d. I understand and agree that NO photos taken at the National Pageant, regardless of the authoring party, can be used for any other pageant or competition except for headshots without me wearing my crown and sash.
- e. I understand and agree that MAP may disclose any and all information provided by me to any person for any purpose without recourse from me or any member of my family.
- f. Independent Contractor Status: I understand and agree that I am and will remain an independent contractor with respect to MAP and that I am not and will not become an employee of MAP during my participation in the National Pageant, or if I am chosen as MS. AMERICA® “YEAR” or MAI “YEAR” or MI “YEAR” or appointed as an At-Large Titleholder. Any authority granted by this *Agreement* to MAP to act on my behalf is intended for the mutual convenience of MAP and myself and in order to provide an effective means of organizing my activities during my *Term of Service* or *Term of Appointment*, and not for the purpose of directing my performances or controlling my activities as if I were an employee of MAP.
- g. I understand and agree that activities as an At-Large Titleholder and/or National Titleholder shall not be a performance, shall not constitute an employment relationship between MAP and Titleholder, shall not be subject to any union or guild collective bargaining agreement, and shall not entitle Titleholder to any wages, salary, corporate benefits, workers’ compensation benefits, or other compensations of any kind, under any such collective bargaining agreement, or otherwise. I also understand and agree that nothing in this *Agreement* or any conduct pursuant thereto, shall constitute an agency relationship between Titleholder and MAP and that Titleholder shall have no authority to speak or act on MAP behalf whatsoever, except as may otherwise be expressly required or permitted by MAP.

## 12. Waiver of Liability:

- a. I UNDERSTAND AND AGREE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, I IRREVOCABLY RELEASE MAP, SUSAN JESKE, AND ALL OTHER PERSONS AND ENTITIES ASSOCIATED WITH MAP, SPECIFICALLY INCLUDING THE OFFICERS OF MAP, AND OWNERS AND EMPLOYEES OF THE HOST HOTEL OR VENUE OF THE NATIONAL PAGEANT, AND THE ASSOCIATES, FRANCHISEES, VOLUNTEERS, FAMILY MEMBERS, JUDGES, SPONSORS, AFFILIATES, AND VENDORS OF MAP (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) ARISING OUT OF, RESULTING FROM, OR BY REASON OF THE NATIONAL TITLEHOLDER SELECTION PROCESS, ANY FAILURE TO SELECT ME AS A NATIONAL TITLEHOLDER IN THE NATIONAL PAGEANT, MY PARTICIPATION IN OR IN CONNECTION WITH THE MS. AMERICA PAGEANT, INCLUDING, WITHOUT LIMITATION, ANY TRAVEL I UNDERTAKE IN CONNECTION WITH MY PARTICIPATION IN THE NATIONAL PAGEANT, ANY EXPLOITATION OF THE NATIONAL PAGEANT OR MY APPEARANCE IN THE NATIONAL PAGEANT, OR ANY USE OF ANY PRIZE OR GIFT AWARDED TO ME IN CONNECTION WITH THE NATIONAL PAGEANT, ON ANY LEGAL THEORY WHATSOEVER (INCLUDING

BUT NOT LIMITED TO, PERSONAL INJURY, NEGLIGENCE, FRAUD, 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 ACTION OF ANOTHER AT-LARGE TITLEHOLDER OR NATIONAL TITLEHOLDER OR ANY OTHER THIRD PARTY AT ANY TIME. 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, SUCH PROVISION WILL BE MODIFIED TO RENDER IT ENFORCEABLE IN SUCH A MANNER AS TO BE WITHIN THE ORIGINAL INTENT AS NEARLY AS POSSIBLE AND THE REMAINDER OF THIS AGREEMENT AND ALL ATTACHMENTS WILL CONTINUE IN FULL FORCE AND EFFECT. MY SOLE REMEDY FOR BREACH OF THIS AGREEMENT AND ALL ATTACHMENTS SHALL BE AN ACTION AT LAW FOR MONEY DAMAGES IN WHICH MY RELIEF WILL BE LIMITED TO A REFUND OF THE ENTRY FEE THAT I PAID TO PARTICIPATE IN THE NATIONAL PAGEANT MINUS ANY FEES CHARGED BY MAP OR ON BEHALF OF MAP LEGAL COUNSEL. IN NO EVENT WILL THE RELEASED PARTIES HAVE ANY LIABILITY TO ME ON ANY CAUSE OF ACTION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SPECULATIVE DAMAGES, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTIES HAVE ADVANCED NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. 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 CONSEQUENCES 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 AND ALL ATTACHMENTS*, 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.

- b. Accident, Injury or Illness: I understand and agree that MAP and/or Susan Jeske is not responsible for any accident, injury or illness incurred in travel to and from a MAP scheduled event(s), while making appearances as a Titleholder during my *Term of Appointment* or *Term of Service* or at the National Pageant itself.
- c. In the event of an accident, injury or illness, which may necessitate medical facility, emergency care, hospitalization, physician fees, medication, or additional treatment, I understand and agree that I will assume all monetary responsibilities.
- d. I understand and agree that MAP is not responsible for any actions including negligence or fraud on the part of the host hotel or any venue.
- e. Lost or Stolen Items: I understand and agree that MAP nor its agents or volunteers will be responsible for any lost, misplaced, or otherwise claimed missing property during any activity, pre-competition, or competition activities.
- f. Misprint in Pageant Program Book: I understand and agree that MAP is not responsible for any misprints in the National Pageant program book or other literature.
- g. I understand and agree that I will not incur, and am not authorized to incur any debts on behalf of MAP.
- h. I understand and agree that MAP is not responsible for loss, theft, or damage caused to any and all prizes, gifts, and awards bestowed upon At-Large Titleholder and National Titleholder after these items become the property of the Titleholder. At-Large Titleholder and National Titleholder agree to repair or replace lost, stolen, or



damaged items including but not limited to: crown, sash, plaques, trophies, awards, etc. At-Large Titleholder and National Titleholder shall be responsible for all costs associated with such repair or replacement.

- i. I understand and agree that MAP is not responsible for negligence or fraud on the part of MAP sponsors or contract or non-contract vendors (e.g., photographer, videographer, makeup artist(s), seamstress, hairdresser, etc...) who may be providing products or services to At-Large Titleholder and National Titleholder at the National Pageant.
- j. Third-Party Suppliers: I understand and agree that as a result of my participation in the National Pageant and as a result of my fulfillment of this *Agreement*, I may be awarded or receive certain prizes, gifts, awards, perks, or scholarships. I understand and agree that some of the prizes, gifts, awards, perks, or scholarships awarded to me may be supplied under sponsorship or marketing agreements with third-parties. Delivery of such third-party supplier awarded prizes, gifts, awards, perks, or scholarships are subject to the performance of their respective third-party suppliers, and MAP will have no obligation to award such prizes, gifts, awards, perks, or scholarships if third-party suppliers fail to perform. MAP will assign its rights under such sponsorship or marketing agreements to me. Some prizes may require direct shipment to me, and the cost of such shipments, if not paid by the supplier, it will be the responsibility of me. I am responsible for the transportation of all prizes from the National Pageant location to my home or such other location I may choose.
- k. Valuation: I understand and agree that all prizes, gifts, awards, or scholarships awarded to me are valued for promotional purposes at the manufacture's or supplier's suggested retail price, which may or may not reflect the actual retail cost or the actual cost to MAP.
- l. Tax Obligation: 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(s) or other compensation in or in connection with MAP or the National Pageant, if any. MAP *strongly recommends that At-Large Titleholder and National Titleholder consult with their accountant or other qualified tax advisor regarding the proper method of accounting for such taxes.*
- m. Uniqueness of Agreement and Services; Injunctions: I understand and agree that the services and duties described in this *Agreement* and its attachments are unique and extraordinary in concept and design and that there is no adequate remedy at law for any breach of this *Agreement* 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 MAP shall be entitled to equitable relief by way of injunction or otherwise to prevent or repair such breach or attempted or threatened breach.
- n. Attorney Review of Agreement and its Attachments: I understand and agree that by submitting this *Agreement* and its attachments to MAP I have been given sufficient time to review this *Agreement* and its attachments, and I understand I may consult with an attorney of my own choosing and at my own expense to give me legal advice concerning this *Agreement* and its attachments.
- o. I understand and agree that this *Agreement* and its attachments is a legal document and that if I sign and submit it to MAP and it is accepted, it will create legal obligations that will be binding on me. I understand and agree to be bound by this *Agreement* and its attachments. I understand and agree that if at any time between the date of the *Agreement* and the completion of my *Term of Service* or *Term of Appointment*, any facts concerning my eligibility to compete should change, MAP shall have the right, in its sole discretion to determine that I am no longer eligible to participate in the National Pageant, and I will not receive compensation, awards, nor refunds.
- p. Governing Law: I understand and agree that this *Agreement* and its attachments are concluded in Orange County, California USA, and all the terms and conditions of the *Agreement* and its attachments will be interpreted according to the laws of the State of California, USA. Any claims asserted by "MS. 'Title Name' AMERICA YEAR", MS. AMERICA® "YEAR", MS. AMERICA® INTERNATIONAL "YEAR" or MS. INTERNATIONAL™ "YEAR" against MAP, or any other person, firm, or corporation must be filed in Orange County, California, USA. "MS. 'Title Name' AMERICA YEAR", MS. AMERICA® "YEAR" or MS. AMERICA® INTERNATIONAL "YEAR" or MS. INTERNATIONAL™ "YEAR", hereby, agrees to this choice of venue and submits to the jurisdiction of the courts situated within the venue.

- q. Saving Clause: I understand and agree that if any of the terms, conditions, or provisions of this *Agreement* is declared to be illegal or void or unenforceable, the remaining terms and conditions will continue to be valid and in full force and effect.
- r. I understand and agree that no oral or other written statement that is in any way inconsistent with the provisions of this *Agreement* shall be binding upon MAP.
- s. I, further, do hereby swear that the statements made in this *Agreement* and its attachments are true. I am aware that if any statement is willfully false, I am subject to disqualification and/or forfeiture of prize(s), gift(s), perks won without benefit of refund in full or in part at the sole discretion of MAP.
- t. I understand and agree that in the event MAP determines I am ineligible and not allowed to compete in the National Pageant, I will not be entitled to any refund whatsoever. Under no circumstances and not for any reason shall I be entitled to a refund in whole or in part of any fees paid. All fees paid to MAP are not refundable and not transferable in full or in part under any circumstances. This includes, but not limited to entry fees, advertising fees, pageant admission tickets sales fees, program book ads, guest meal fees, extra event fees, crown and sash fees, *People's Choice Award* votes, special award fees, and any other fees paid to MAP by you or on your behalf by any other party.

**I understand and agree that an electronically reproduced signature and initials, where required, is considered valid as the original. I will, however, also mail, fax or scan and e-mail a duplicate original of this *Agreement* and its attachments with my ink signature agreeing to the terms outlined herein and I agree, if necessary, to execute another copy if/when I participate in the National Pageant.**

On the basis of all these statements and *Agreement* and its attachments, I request that MAP accept my application to participate as an At-Large Titleholder in the Ms. America® National Pageant. Upon acceptance into the Ms. America® National Pageant, I agree to comply with all the terms and conditions of this *Agreement*, together with its attachments.

**AGREED TO AND ACCEPTED**

**AGREED TO AND ACCEPTED**

\_\_\_\_\_  
At-Large Titleholder Signature

*Susan Jeske*  
Susan Jeske, CEO  
Ms. America® Pageant

\_\_\_\_\_  
At-Large Titleholder Printed Name

10-1-2018  
Date Signed

\_\_\_\_\_  
Date Signed

INITIAL EACH PAGE at the BOTTOM RIGHT SIDE OF THE PAGE.

**SIGNED AGREEMENT AND ITS ATTACHMENTS MUST BE RETURNED TO MAP IN ITS ENTIRETY.**