

**MS. AMERICA® PAGEANT INC.**

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**2013 MS. AMERICA® PAGEANT INC. RELEASE OF LIABILITY**

Disclosure: Please read this release carefully before you sign it.

By signing this release you will be waiving legal rights.

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Participants Name: \_\_\_\_\_

Address: \_\_\_\_\_

At-Large Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

In consideration of participation in the Ms. America® Pageant and its related events and activities produced by the Ms. America® Pageant Inc. listed above, I do hereby, for myself and on behalf of my heirs, executors, administrators, next-of-kin, successors, and assigns, all of whom shall be legally bound by this Release, agree as follows.

1. I am at least 26 years of age. I acknowledge that I am not required to participate in the National Pageant. My participation is voluntary and solely for my benefit and entertainment. I am not aware of any reason, medical or otherwise, why I should not participate in the National Pageant, and I am prepared to, and do, hereby accept any and all risks, whether known or unknown to me, of participating in the National Pageant.
2. **I AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS, AND I CONVENANT NOT TO SUE MS. AMERICA® PAGEANT INC.,** its owner, directors, officers, employees, agents, sponsors, representatives, heirs, successors, volunteers, and assignees, and each and every person acting by, thru, under, or in concert with them, or any of them (herein after individually and collectively referred to as the "Indemnified Parties"), of and from all manner of action or actions, cause or causes of action, at law or in equity, lawsuits, claims, demands damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as "Claims") which I may have or hereafter have against the Indemnified Parties by reason of any injuries that I may sustain, whether to my person and/or property, as a result of or incident to the Indemnified Parties' negligence (whether active or passive), my participation in the National Pageant , appearances, and/or any and all risk assumed by me hereunder.
3. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"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."

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

BEING AWARE OF SAID CODE SECTION, I HEREBY EXPRESSLY WAIVE ANY RIGHTS I MAY HAVE THERE UNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

4. I agree that if I commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder, or in any way assert against the Indemnified Parties any of the Claims released hereunder, then I will pay to the Indemnified Parties, in addition to any other damages caused to the Indemnified Parties thereby, all attorneys' fees incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or Claims.
5. I hereby authorize and grant the right to the Ms. America® Pageant and /or anyone authorized by or acting on behalf of Ms. America Pageant to use, reproduce, publish, and depict my name, voice, and/or likeness, in any manner that Ms. America® Pageant deem necessary to appropriate, in all media, worldwide, in perpetuity, in publication, exhibition, and / or exploitation of the National Pageant, including, without limitation, in any and all print advertisements, broadcasts, telecasts, and/or retransmissions of or regarding the National Pageant.

I acknowledge and agree that this authorization is intended to satisfy any and all of the consent requirements of California Civil Code sections 990 and 3344, and I hereby waive and release any and all claims that I may have or hereafter have against the Ms. America® Pageant under those statutes or any other statutes or common law principles of similar effect.

I understand that by signing this release I am giving up my legal right to sue the Indemnified Parties and/or to seek compensations from the Indemnified Parties for any injuries and/or damages that I may incur as a result of the active or passive negligence of the Indemnified Parties, my participation in the event, and / or any risks assumed by me hereunder.

This release shall be governed by and construed in accordance with the laws of the State of California.

**I HAVE READ THIS RELEASE AND AGREE TO ALL OF ITS ITEMS:**

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Participants Signature: \_\_\_\_\_

At-Large Title: \_\_\_\_\_