

**Application and Contract for Participation in the 2013 State and Local Pageants of the
MISS AMERICA'S OUTSTANDING TEEN COMPETITION**

MISS _____ OUTSTANDING TEEN COMPETITION

Date(s) of Local Competition

Date(s) of State Competition

CONTESTANT: _____

Section 1: Introduction

- 1.1. The Miss _____ Outstanding Teen Organization and the Miss America's Outstanding Teen Organization ("MAOTeen") have made substantial investments in, and have developed a valuable identity for, the unique symbols and elements of the Program that have achieved national and even international recognition and approval. These elements include but are not limited to (1) providing educational assistance in the form of scholarships to young women who have not yet begun to assume the responsibilities of family life and are interested in career and educational advancement; (2) recognizing and honoring the traits of honesty, good character, talent, poise, intellect, leadership and good judgment in the teens of America who enter the competition (the "Contestants"); and (3) enabling the Contestants to serve as role models for other teens with similar goals and personal characteristics.
- 1.2. Miss _____ Outstanding Teen Organization intends to conduct a competition for the title "Miss _____ 20__," to be held in _____ on _____, 20___. The competition is critically important and the single most visible and widely recognized element of the Program. The competition is conducted in a fashion that is designed to combine a respect for the traditional and historic foundations of the Program with recognition of the perceived modern tastes and values of the American people.
- 1.3. The winner of the competition shall be designated "Miss _____ Outstanding Teen 20__" and shall be entitled to that title until her successor is named at the competition in _____, 20___. During this period (the "Year of Service"), "Miss _____ Outstanding Teen 20__" shall be required to engage in travel and participate in personal appearances. These activities are designed, scheduled, arranged and supervised by the Miss _____ Outstanding Teen Organization in order to reflect the values and standards of the Program and to enhance its visibility and maintain its broad public acceptance. The Miss _____ Outstanding Teen Organization has also developed detailed procedures and requirements that govern the activities and conduct of "Miss _____ Outstanding Teen 20__" during her Year of Service. All of these procedures, standards and requirements are intended to protect and enhance the substantial public acceptance of the Program among the American people, and to assure that the Program will continue to be able to operate for the benefit of the thousands of young women who will be seeking to participate in the Program in future years.
- 1.4. In seeking to participate in the competition, each Contestant must understand and accept the requirements of the Program, including the rules for the contestants and the guidelines and limitations that will be applicable to her activities during her Year of Service if she is selected as "Miss _____ Outstanding Teen 20__". In addition, each Contestant must understand and accept that the Miss _____ Outstanding Teen Organization's approval of the Contestant's participation in the competition and, if selected, service as "Miss _____ Outstanding Teen 20__" will be specifically based upon the representations and agreements in this Application and Contract and its attachments and the continued compliance with all of the regulations of the Program.
- 1.5. Therefore, by signing this Application and Contract and submitting it to the Miss _____ Outstanding Teen Organization for approval, the Contestant represents and agrees that (1) all facts and representations contained in this Application and Contract and its attachments are true and accurate; (2) the Contestant agrees to abide by all rules and regulations of the Miss _____ Outstanding Teen Organization described in this Application and Contract and its attachments, in the period before and during the competition and, if selected as "Miss _____ Outstanding Teen", during the Year of Service; (3) the Contestant meets each requirement for eligibility set forth in Sections 2, 3, and 4 of this Contract; and (4) the Miss _____ Outstanding Teen Organization shall have the sole discretion to determine whether, in its judgment, the Contestant may continue to participate in the Miss _____ Outstanding Teen Program or to serve as "Miss _____ Outstanding Teen", in the event that the Miss _____ Outstanding Teen Organization determines that any statement or representation by the Contestant is not true and accurate or that any action by the Contestant, during the competition or the Year of Service, is inconsistent with the rules and regulations of the Program.

2.1. **Selection as a Contestant.** In order to be eligible to compete in the National Finals of the Miss America’s Outstanding Teen Competition (“National Finals”), I hereby certify that I have never before competed in any National Finals of the Miss America’s Outstanding Teen (“MAOTeen”) Program.

I understand that I am only eligible to compete in one State Finals of the MAOTeen Program per Pageant Year.

2.2 **Age.** I am currently ____ years of age. I was born on _____, _____.

I understand that, in order to be eligible to compete in the National Finals of MAOTeen, all of the following bullets apply. The Contestant:

- Must be a minimum of thirteen (13) years of age on the first day of the State competition.
- May not have graduated from high school before the start of the MAOTeen National Finals, except for 16 year olds (or younger) who graduated early.
- May not turn eighteen (18) years of age on or before July 31 of the year of the National Finals in which she will compete.
- Must **not** be eligible to compete in a Miss America Organization Local or State Pageant at any point during the current Pageant Year. (See Section 2.2. of the Miss America Contestant Contract.) To compete in a Miss America Organization Local or State Pageant, contestants must be a minimum of seventeen (17) years of age and a high school senior.

(A copy of my birth certificate is included with Attachment A, the Supplemental Fact Sheet.)

2.3. **Residence.** I understand that, in order to be eligible to compete in the Local or State Pageant in anticipation of competing in the National Finals, I must reside in, be enrolled in, and attending classes on a full-time basis at an accredited public, private or home schooling program with passing scores (passing scores as determined by state accreditation score) in academic and citizenship grades.

2.3.1. If I am claiming eligibility to compete in the Miss _____ Outstanding Teen Pageant based upon my permanent residence in the state, the District of Columbia, or a U.S. territory in which I am competing and this competition is a Local Pageant, I must have been a resident of that state for at least six (6) months prior to the first day of competition at the Local Pageant. If this competition is a State Pageant and I am competing as an At Large contestant, I must have been a resident of that state for at least six (6) months prior to the first day of the State Pageant competition. I currently reside at _____ in the _____ of _____, State of _____. I have resided at this address since _____. I have included proof of this residency in the form of _____ (driver license, automobile registration, current lease, or other official document establishing residency).

If my residency at this location was established within six (6) months preceding this Local or State competition, my last previous residence was at _____ in the _____ of _____, State of _____. I lived at that address from _____, _____ (date) to _____, _____. I agree to provide the Miss _____ Outstanding Teen Organization with any additional information or documents that may be required within five (5) business days to determine my residency in the state in which I am competing, if my residence is relevant to my eligibility.

If I am claiming eligibility to compete in the Miss _____ Outstanding Teen Pageant based upon my status as a student at a school that is located in a state other than my permanent residence, prior to the first day of competition at this pageant I must have successfully completed at least one semester as a full-time student, and presently be enrolled and physically attending classes on a full-time basis at an accredited public or private school. For the purpose of this Section 2.3.1, I understand my physical attendance of classes in the state in which I am competing is a requirement for eligibility to compete based upon my status as a student. I am providing the following information with this Application and Contract for Participation: (1) Proof of current enrollment. (2) Proof that I have successfully completed at least one semester as a full-time student (transcripts). (3) Proof that I physically attend classes in the state in which I am competing.

2.3.2. I am currently enrolled at _____ School in _____, State of _____, where I am presently attending classes in _____ accredited courses. I represent and warrant that I am considered a “full-time student” by the school that I attend. I have attached a copy of a registration form from the school that shows this enrollment. I physically attend classes in the state in which I am currently competing for the title.

2.3.3 I am currently home schooled in the state of _____. I rank in the _____ grade according to my home school certification. I have attached documentation showing my current grade ranking according to my home school certification and have also attached my state’s current requirements concerning home schooling.

- 2.4. **Citizenship.** I am a citizen of the United States of America.
- 2.5. **Language.** Most of the business that is conducted by Miss America’s Outstanding Teen, Miss State’s Outstanding Teen, and Miss Local’s Outstanding Teen representatives is conducted in English; therefore I understand that I am required to be fluent in English to perform my duties.
- 2.6. **Education.** In order to be eligible to compete in the Miss _____ Outstanding Teen Pageant, I must be enrolled in an accredited public, private or home schooling program with passing scores (passing score as determined by state accreditation score) in academic and citizenship grades.
- 2.7. **Personal Characteristics.** I understand that in order to be eligible to compete in the Miss _____ Outstanding Teen Pageant, I hereby certify to the Personal Characteristics set forth in this section:
- 2.7.1. Gender. I am and have always been a female.
- 2.7.2. Marital Status. I am not now and have never been married.
- 2.7.3. Parental Status. I am not now pregnant and have never been pregnant. I am not the adoptive parent of any child.
- 2.7.4. Good Character. I am of good moral character and I have not been involved at any time in any act of moral turpitude.
- 2.7.5. Criminal Record. Other than minor or petty offenses, I have never been convicted of any criminal offense and there are no criminal charges presently pending against me. I understand that I may make an appeal to MAOTeen if criminal offenses/charges pending against me in my state are considered minor or petty offenses in another state. The appeal must be presented to MAOTeen through legal counsel of my choice.
- 2.7.6. Prior Conduct. I have never performed any act or engaged in any activity or employment that is or could reasonably be characterized as dishonest, immoral, or indecent.
- 2.7.7. Health. I am in good health and can, to the best of my knowledge, participate fully in any Program activities without any outside assistance. I understand that I must participate in and be judged in all phases of competition, which includes Talent, Lifestyle and Fitness, Evening Wear/On-Stage Question, and Private Interview at Local and State competitions, and additionally in Scholastic Achievement at the State Level and agree that all decisions of the judges are final and binding.
- 2.7.8. Substance Abuse. I do not use or consume any illegal controlled dangerous substances or abuse the use of alcohol or other dangerous substances.
- 2.8. **Contractual and Other Obligations.**
- 2.8.1. **National Service Platform Requirement.** Miss America’s Outstanding Teen, Inc. has entered into an agreement with Children’s Miracle Network Hospitals as the Miss America’s Outstanding Teen Organization’s National Platform. As a contestant in the Miss America’s Outstanding Teen program, I am being **requested** to assist with raising money to support the Children’s Miracle Network Hospitals, the Miss America’s Outstanding Teen, Inc. Scholarship Fund, the Miss America Organization Scholarship Fund, and my local and state scholarship funds.
- If I am a local teen contestant, I understand that it is optional for me to create a personal fund raising account at www.MAOTeen4Kids.org. But, I understand that it is a **requirement** for me to create and maintain a personal fund raising account at www.MAOTeen4Kids.org if I am a teen contestant competing for a Miss America’s Outstanding Teen State title or a Miss America’s Outstanding Teen State titleholder who will be competing at the Miss America’s Outstanding Teen National Pageant. This requirement will aid me in performing such other acts and deeds in accordance with the instructions and requirements of Miss America’s Outstanding Teen, Inc. as the requirements of this program may change from time to time.
- 2.8.2. **Prior Contractual Commitments.** Within the three (3) months before my participation in the first local or state competition in which I competed this pageant year, and since that participation, I have not authorized any person, firm or corporation to use my name, photograph, picture, or present or future title that I hold or may hold, in connection with an endorsement to advertise any commercial product. I am not a party to any contract with any person, firm or corporation in respect to any present title that I hold or may hold, nor have I made any commitments for the future regarding any such titles. I do not have any legal obligations that would prevent or limit my participation and appearances in the Miss _____ Outstanding Teen Pageant, or the National Finals of the Miss America’s Outstanding Teen Pageant or, if selected as “Miss _____ Outstanding Teen” or “Miss America’s Outstanding Teen”, in the Year of Service, or my compliance with the rules, regulations and conditions of the Program.

- 2.8.3. **Other Competitions.** If I am not selected as “Miss _____ Outstanding Teen” at the State Finals or “Miss America’s Outstanding Teen” at the National Finals, I will continue to hold the title of “Miss _____ Outstanding Teen” until my successor is selected or appointed. I agree that during my service in that role I will not associate in any way with, promote, or become a contestant or participant in any other local, state, national, or international competition or preliminary competition of a similar nature to the Miss America’s Outstanding Teen Program. I also represent that, since I entered the preliminary rounds of the competition for the title of “Miss _____ Outstanding Teen”, I have not been a contestant or participant in any other national or international competition or preliminary competition of a similar nature to the Miss America’s Outstanding Teen Program.
- 2.8.4. **Use of the Miss _____ Outstanding Teen or MAOTeen Titles, Words and Symbols.** After the conclusion of my Year of Service, if I am advised by the Miss _____ Outstanding Teen Organization or MAOTeen that, in its sole and exclusive judgment, my use of any of the titles, words or symbols associated with MAOTeen and the Program has caused or is reasonably likely to cause harm to the Miss _____ Outstanding Teen Organization or MAOTeen, I agree to discontinue any such use immediately. I understand and agree that the judgment of the Miss _____ Outstanding Teen Organization or MAOTeen shall be final and binding.
- 2.8.5. **Attorney Review of Application and Contract.** I have been given sufficient opportunity to review this Application and Contract and its attachments, including the Supplemental Fact Sheet (Attachment A); the Emergency Information Form (Attachment B); the Scholarship Rules and Regulations (Attachment C); and any other attachments identified by the local or state organization. I have also had the opportunity to consult with an attorney of my own choosing to give me legal advice with regard to this Application and Contract. () I have consulted an attorney about this Application and Contract. () I have decided that I do not need to consult an attorney. **(check applicable choice) I understand that this Application and Contract is a legal document and that if I sign and submit it to the Miss _____ Outstanding Teen Organization and it is accepted, it will create legal obligations that will be binding on me. I agree to be bound by this Application and Contract and its attachments.**
- 2.8.6. **Changes in Circumstances.** I understand and agree that if, at any time after I file this Application and Contract with the Miss _____ Outstanding Teen Organization, whether before or during the competition or, if I am selected as “Miss _____ Outstanding Teen”, during my Year of Service, any of the facts stated in this Application and Contract or its attachments should change, I have the obligation to report any such change in writing immediately to the Miss _____ Outstanding Teen Organization. I also understand that if I fail to do so, the Miss _____ Outstanding Teen Organization may, in its sole discretion, determine to limit or prevent my participation in the Miss _____ Outstanding Teen competition or to terminate my Year of Service as “Miss _____ Outstanding Teen”.

Section 3: Personal and Professional Background Information

- 3.1. **Medical Information** (complete Attachment B - Emergency Information Form).
- 3.1.1. **Current Medical Condition.** (place a check at the beginning of all applicable lines) ***ANY MEDICAL CONDITION, INCLUDING ILLNESS, DISEASE, PHYSICAL IMPAIRMENT, OR ACTIVITY LIMITATION, MUST BE LISTED AND EXPLAINED IN ATTACHMENT B - EMERGENCY INFORMATION FORM. IF ADEQUATE SPACE DOES NOT EXIST IN ATTACHMENT B, ATTACH A SEPARATE SHEET OF PAPER WITH THE ADDITIONAL EXPLANATION.***
- () I **DO NOT** presently have any illness, disease, physical impairment, or activity limitation that could limit my participation in the required responsibilities and obligations of “Miss _____ Outstanding Teen”, including during the Local competition, State Finals, or the National Finals, or if selected as the Local titleholder, State titleholder, or “Miss America’s Outstanding Teen”.
- () I **HAVE** an illness, disease, physical impairment, or activity limitation that could affect my full participation in any phase of the competition or the required responsibilities and obligations of “Miss _____ Outstanding Teen”, including during the Local competition, State Finals, or the National Finals, or if selected as the Local titleholder, State titleholder, or “Miss America’s Outstanding Teen”. I have provided full disclosure of all relevant information regarding this illness, disease, physical impairment, or activity limitation in Attachment B - Emergency Information Form. If adequate space does not exist in Attachment B, attach a separate sheet of paper with the additional explanation. I understand and agree that the information I am providing in Attachment B - Emergency Information Form, may disclose information which could jeopardize my ability to compete in a Local competition, State Finals, or the National Finals of the Miss America’s Outstanding Teen Program. I agree that Miss America’s Outstanding Teen, Inc. has the right to accept or deny this Application and Contract at any level of the Miss America’s Outstanding Teen Program and I understand that the decision of Miss America’s Outstanding Teen, Inc. is final and binding.
- () My illness, disease, physical impairment, or activity limitation does not require the assistance of any special equipment or personnel.

My illness, disease, physical impairment, or activity limitation will not interfere with my ability to carry out the required responsibilities and obligations of “Miss _____ Outstanding Teen”, including during the Local competition, State Finals, or the National Finals, or if selected as the Local titleholder, State titleholder, or “Miss America’s Outstanding Teen”.

At the present time I am receiving treatment or medication for the condition(s) described in Attachment B - Emergency Information Form.

I am not currently receiving treatment or medication for an illness, disease, physical impairment, or activity limitation or any condition.

I do do not expect to be taking medication or to be receiving treatment for this illness, disease, physical impairment, or activity limitation or any condition during the competition or, if selected as “Miss _____ Outstanding Teen”, during my Year of Service if selected as the Local titleholder, State titleholder, or “Miss America’s Outstanding Teen”.

3.1.2. **Current Medication** (place a check at the beginning of all applicable lines)

I am not currently taking regular medication other than over-the-counter medication. (Any over-the-counter medication must be listed in Attachment B - Emergency Information Form)

I am currently taking medication on a regular basis as prescribed by my doctor. (Listed in Attachment B - Emergency Information Form.)

I take vitamins and/or supplements. (Listed in Attachment B - Emergency Information Form)

Section 4: Participation in the Competition

4.1. **Participation in the Competition**. I agree to participate in the series of events and appearances leading up to the final selection of “Miss _____ Outstanding Teen”. These events shall commence and be scheduled on dates to be determined by the Miss _____ Outstanding Teen Organization. I will be bound by the rules and regulations governing the Miss _____ Outstanding Teen Pageant and the procedures for the awarding and supervision of all scholarships described in Attachment C. My participation in the competition shall include all public appearances required of me by the Miss _____ Outstanding Teen Organization including, but not limited to, television and radio broadcasts, personal appearances, interviews, still photo sessions, and video and audio taping or filming of all or any part of the events associated with the competition.

4.2. **Conduct of the Competition**. I understand and agree that the Miss _____ Outstanding Teen Organization shall determine the manner and method of conducting the competition in its sole discretion. I further understand and agree that the Miss _____ Outstanding Teen Organization shall also determine the time, method and manner of judging the competition and the awarding and supervision of all scholarships in its sole discretion. The decision of the persons designated by the Miss _____ Outstanding Teen Organization to judge the various events in any and all matters pertaining to the selection of the winners shall be final in all respects.

4.3. **Televising and Sponsorship of the Competition**. I understand that the Miss _____ Outstanding Teen Organization makes no representations to me that the competition will be televised or broadcast on either a live or tape-delay basis, or that the competition will be sponsored by one or more sponsors, or that I will be personally or individually involved in any specific appearance in any broadcast.

4.4. **Permanent License of Publication Rights**. I hereby authorize the Miss _____ Outstanding Teen Organization and anyone duly licensed or authorized by the Miss _____ Outstanding Teen Organization to (1) televise, photograph, broadcast and/or make radio, television, video and audio tapes or motion picture recordings of me individually or in a group; (2) use or re-use such photographs, recordings, video tapes, audio tapes and/or motion picture films in all media throughout the world in perpetuity; and (3) use my name, likeness and/or physical depiction for any purpose in perpetuity, in an unedited or edited manner or fashion as the Miss _____ Outstanding Teen Organization, in its sole discretion, shall determine. This authorization shall also include the use of all such photographs, recordings, videotapes, audiotapes and/or motion picture films made during my Year of Service, if I am selected as the “Miss _____ Outstanding Teen”.

4.5. **The Miss _____ Outstanding Teen Organization Ownership of Rights**. I understand and agree that all photographs, tapes and films made of me for trade, advertising and any other purpose or purposes as a participant in the competition, and any use of my name, likeness and/or physical depiction when identified with the Program, shall be the sole and exclusive property of the Miss _____ Outstanding Teen Organization. I understand and agree that I shall have no claim or right to those photographs, tapes and films, not only during the period between and during the competition and, if I am selected as the “Miss _____ Outstanding Teen”, during my Year of Service, but in perpetuity thereafter. I understand and agree that this provision refers to and includes all photographs, tapes and films from any activities relating to the competition, including but not limited to interviews, rehearsals and publicity events, either individually or as a member of a group.

- 4.6. **Selection as Runner-Up.** If I am selected at the competition as a runner-up for the title of “Miss _____ Outstanding Teen”, I agree to remain available to assume all of the rights, obligations and commitments of the Year of Service, as described in Section 5 of this Application and Contract, in the event that the Miss _____ Outstanding Teen Organization appoints me to do so by reason of the inability or ineligibility, during the Year of Service, of any Contestant who was selected as “Miss _____ Outstanding Teen” or as another runner-up.
- 4.7. **Change in Circumstances.** I understand that if, at any time between the date of this Application and Contract and the completion of the competition, any facts concerning my eligibility to participate in the competition should change, including without limitation my citizenship, marital or parental status, good character and reputation or, if relevant to my eligibility, my residence, employment or educational status, the Miss _____ Outstanding Teen Organization shall have the right, in its sole discretion, to determine that I am not eligible to participate in the competition.

Section 5: Commitment for Service as Miss _____ Outstanding Teen

- 5.1. **Full-time Service as Miss _____ Outstanding Teen.** If I am selected as “Miss _____ Outstanding Teen” at the competition, I will serve as “Miss _____ Outstanding Teen” during the Year of Service and until my successor is selected or appointed. I agree that I will dedicate my efforts and energy during my Year of Service to the fulfillment of these duties and obligations, and that I will engage in no other business or other activities, other than school, that will in any way interfere with the duties and obligations of my Year of Service.
- 5.2. **Availability for Appearances and Events.** I agree to make myself available for such personal appearances, interviews, testimonials, endorsements, filming, tapings, photographic and recording sessions and other various commitments and events related to my Year of Service that the Miss _____ Outstanding Teen Organization has made and will make for me in its sole discretion.
- 5.3. **Independent Contractor Status.** I understand and agree that I am and will remain an independent contractor with respect to “Miss _____ Outstanding Teen”. I am not and will not become an employee of the Miss _____ Outstanding Teen Organization during my Year of Service. The authority granted by this Application and Contract to the Miss _____ Outstanding Teen Organization to act on my behalf is intended for the mutual convenience of the Miss _____ Outstanding Teen Organization and me and in order to provide an effective means of organizing my activities during my Year of Service.
- 5.4. **Development of Platform.** I understand and agree that an important element of the Program is the development of a central theme with impact and importance that can form the basis of my appearances and presentations (the “Platform”). I agree to work with the Miss _____ Outstanding Teen Organization to select and pursue an appropriate Platform that will enable me and the Miss _____ Outstanding Teen Organization to maximize the impact of my Year of Service and further the goals of these Programs by creating goodwill and recognition throughout the United States.
- 5.5. **Appointment of the Miss _____ Outstanding Teen Organization as Exclusive Agent and Representative.** Commencing with my selection as “Miss _____ Outstanding Teen” and throughout my Year of Service and until my successor is selected or appointed, I irrevocably constitute and appoint the Miss _____ Outstanding Teen Organization as my sole and exclusive agent, representative and attorney-in-fact with the authority to:
- 5.5.1. act for me and in my interests throughout the world for the making of all press releases or other public statements to the media;
 - 5.5.2. sign, make, execute and deliver all contracts in my name in connection with my business or other affairs as “Miss _____ Outstanding Teen” during my Year of Service, whether they be contracts for my performance at theatrical, artistic or commercial engagements or other personal appearances, and undertake commitments in my name for the satisfaction of my obligations pursuant to those contracts;
 - 5.5.3. sign, make, execute and deliver all contracts in my name in connection with any appearances or other obligations which are related to my service as “Miss _____ Outstanding Teen” which are to be fulfilled after the completion of my Year of Service, provided that I have consented in writing to the terms of such contracts;
 - 5.5.4. determine the appropriate compensation that I shall receive for appearances or other activities related to my Year of Service;
 - 5.5.5. collect and receive for and on my behalf all proceeds, monies or other compensation that is due or to become due to me by reason of any performance, service, appearance, engagement or contract;
 - 5.5.6. choose and designate my Tour Manager/Traveling Companion;

5.5.7. select the appropriate modes of public or private transportation for me and my tour managers, including the determination of the appropriate levels of travel service.

- 5.6. **Sponsorship Fees and Payments to the Miss _____ Outstanding Teen Organization.** I understand and agree that, in addition to the payments that the Miss _____ Outstanding Teen Organization, as my exclusive agent and representative, negotiates and approves on my behalf for my appearances and services, the Miss _____ Outstanding Teen Organization may also contract for and receive sponsorship fees and other payments related to my appearances that will be paid directly to the Miss _____ Outstanding Teen Organization. I understand and agree that I shall not be entitled to receive any portion of these fees or payments nor have the discretion to refuse any sponsor arrangements negotiated by the Miss _____ Outstanding Teen Organization.
- 5.7. **Numbers of Appearances.** I understand and agree that the Miss _____ Outstanding Teen Organization has made and makes no representations to me as to the number or nature of the appearances that I may be asked to make or the amount of compensation that I will receive during my Year of Service.
- 5.8. **Prior Contracts.** I understand that, prior to the competition, the Miss _____ Outstanding Teen Organization will be required to enter into contracts and commitments for the appearances and services of the Contestant who will be selected at the competition as "Miss _____ Outstanding Teen". I agree that such contracts will be binding on me to the same extent as if the Miss _____ Outstanding Teen Organization had entered into them on my behalf after the commencement of my Year of Service.
- 5.9. **Membership in Unions.** If and when requested by the Miss _____ Outstanding Teen Organization, I agree to become a member of such unions or guilds as may be necessary in order to appear as a variety artist or for fashion purposes in any film, taped or recorded radio or television products, commercials, motion pictures, photographic sessions or personal appearances.
- 5.10. **Prohibition of Endorsement of Competing Products and Services.** I acknowledge that the Miss _____ Outstanding Teen Organization has contracted in the past, and will contract in the future, for the financial support of commercial companies and organizations, whose advertising commitments and other sponsorships are an important element of the financial stability of the Program. I agree that I will not in any way endorse or permit my name or likeness to be used in connection with the endorsement or advertisement of any products or services competitive to the products or services of an advertiser, sponsor or licensee of the Miss _____ Outstanding Teen Organization, either during my Year of Service or for a period of two (2) years thereafter, unless the Miss _____ Outstanding Teen Organization approves such an endorsement or advertisement in writing. I understand that the Miss _____ Outstanding Teen Organization is under no obligation to approve or consent to any such endorsement or advertisement after the end of my Year of Service.
- 5.11. **Appearances after Year of Service.** After the conclusion of my Year of Service, I will not wear the crown of "Miss _____ Outstanding Teen", nor appear as "Miss _____ Outstanding Teen" for the purposes of advertising or endorsing any product, person, cause or service, unless I have received in advance the written approval of the Miss _____ Outstanding Teen Organization. I understand that the Miss _____ Outstanding Teen Organization shall not be obligated to approve any such appearance or use of the Miss _____ Outstanding Teen Organization crown.
- 5.12. **Use of Miss _____ Outstanding Teen Titles, Words and Symbols after Year of Service.** After the conclusion of my Year of Service, if I am advised by the Miss _____ Outstanding Teen Organization that, in its sole and exclusive judgment, my use of any of the titles, words or symbols associated with the Miss _____ Outstanding Teen Organization and the Program has caused or is reasonably likely to cause harm to the Miss _____ Outstanding Teen Organization, I agree to discontinue any such use immediately. I understand and agree that the judgment of the Miss _____ Outstanding Teen Organization on this question shall be final and binding.
- 5.13. **Permanence of Restrictions.** I understand and agree that the provisions of Sections of this Application and Contract shall specifically survive the termination of this Application and Contract and shall be enforceable by the Miss _____ Outstanding Teen Organization and binding on me in perpetuity.
- 5.14. **Change in Circumstances.** I understand that if, at any time between the competition at which I am selected as "Miss _____ Outstanding Teen" and the completion of my Year of Service, any facts concerning my eligibility to participate in the Program should change, including without limitation my citizenship, marital or parental status, good character and reputation, or if I should become, in the sole judgment of the Miss _____ Outstanding Teen Organization, physically unable to perform the duties and obligations relating to my Year of Service, the Miss _____ Outstanding Teen Organization shall have the right, in its sole discretion, to determine that I am not eligible to continue to serve as "Miss _____ Outstanding Teen". In that event, the Miss _____ Outstanding Teen Organization may, at its option, forfeit my title and all prizes, awards and

perquisites of the position of “Miss _____ Outstanding Teen”, or both or either, subject to the provisions of Section 6.7 of this Application and Contract.

Section 6: Legal Obligations and Agreements

- 6.1. **Unauthorized Use of Miss _____ Outstanding Teen Titles.** I acknowledge and agree that the title “Miss _____ Outstanding Teen”; and the name and designation Miss _____ Outstanding Teen Competition and Miss _____ Outstanding Teen Organization are the property of the Miss _____ Outstanding Teen Organization. I agree never to use, or to authorize anyone else to use, the words “Miss _____ Outstanding Teen” or Miss _____ Outstanding Teen Competition or Miss _____ Outstanding Teen Organization, or any similar or related phrase, in association with me or my name or likeness in any way without the prior written approval of the Miss _____ Outstanding Teen Organization.
- 6.2. **Authorization of Publication.** I authorize the use of my name, likeness, photographs, pictures, physical depiction, endorsement rights, and my title(s) by the Miss _____ Outstanding Teen Organization and by such persons, firms or corporations as may be approved and selected by the Miss _____ Outstanding Teen Organization in its sole discretion. I will abide by the provisions of any agreement between the Miss _____ Outstanding Teen Organization and such persons, firms or corporations regarding my services for advertising and promotional uses.
- 6.3. **Registration and Use of Domain Name.** I authorize the Miss _____ Outstanding Teen Organization or its licensee to register a domain name (“Internet Domain Name”) in such version of my name as the Miss _____ Outstanding Teen Organization or its licensee may deem appropriate, in the form myname.com or any comparable variation thereof. During my tenure as “Miss _____ Outstanding Teen” and, if I am selected as Miss _____ Outstanding Teen, during my Year of Service, the Miss _____ Outstanding Teen Organization or its licensee shall have full authority to use my Internet Domain Name for all purposes. Thereafter, I understand that the Miss _____ Outstanding Teen Organization or its licensee shall retain all rights to register and use my Internet Domain Name. During the period that the Miss _____ Outstanding Teen Organization or its licensee is authorized to register and use my Internet Domain Name, I shall not register or use, nor permit anyone else to register or use, my name or title in any form in an Internet Domain Name.
- 6.4. **Permanent Ownership of Rights by the Miss _____ Outstanding Teen Organization.** All photographs, video tapes, audio tapes, motion picture films, or other recordings or reproductions made of me, whether “still” or “live,” and my name, likeness, photographs, pictures, physical depiction, title and endorsement rights (a) as a Contestant in the Competition or as a participant in the events leading up to the selection of “Miss _____ Outstanding Teen”; or (b) while representing the Miss _____ Outstanding Teen Organization or participating in any the Miss _____ Outstanding Teen Organization sponsored events whether before, during or after the competition or, if I am selected as “Miss _____ Outstanding Teen”, during or after my Year of Service, including but not limited to events such as press interviews, judges interviews, rehearsals and publicity events, either individually or as a member of a group, as applicable(the “Rights”), are and shall be, become and remain the property of the Miss _____ Outstanding Teen Organization in perpetuity. The Rights may be used and re-used by the Miss _____ Outstanding Teen Organization, or anyone designated and licensed by the Miss _____ Outstanding Teen Organization, for publicity, advertising or any other use in any medium, all as deemed appropriate by the Miss _____ Outstanding Teen Organization in its sole discretion. I will ensure that all rights that any photographer may have in any publicity photographs of me that are supplied to me by the Miss _____ Outstanding Teen Organization are released by that photographer in favor of the Miss _____ Outstanding Teen Organization, and that any such photographer shall provide a written release of such rights to the Miss _____ Outstanding Teen Organization in a form acceptable to the Miss _____ Outstanding Teen Organization. I understand and agree that the provisions of this section shall specifically survive the termination of this Application and Contract.
- 6.5. **Scholarship Grants and Forfeitures.** I understand and agree that the grant of scholarships by the Miss _____ Outstanding Teen Organization is subject to the terms and conditions of the Scholarship Rules and Regulations attached to this Application and Contract as Attachment C. By signing this Application and Contract, I agree to be bound by those rules and regulations. I understand that all scholarships that I may be awarded will be non-forfeitable in the event that I breach this Contract or fail to perform any duties that I may have as a Contestant in the competition or, if I am selected, as “Miss _____ Outstanding Teen”. I also understand and agree, however, that such scholarships may be forfeited if I have made any misrepresentations as to my eligibility to compete in the competition or if I have not complied with the rules and regulations for scholarships as outlined in Attachment C.
- 6.6. **Scholarship Payments by the National Office of the Miss America’s Outstanding Teen Organization.** Miss America’s Outstanding Teen, Inc. has additional scholarship payment and reimbursement rules and regulations for payments made by the National Office of the Miss America’s Outstanding Teen Organization. Due to Internal Revenue Service regulations, I understand and agree that if I advance to the National Finals of the Miss America’s Outstanding Teen Competition or if I am a

recipient of a scholarship from the National Office of the Miss America's Outstanding Teen Organization as a Local or State contestant, among other scholarship requirements, scholarships will not be paid to me if my tuition statement shows a zero balance for the current semester.

If I advance to the National Finals of the Miss America's Outstanding Teen Competition or if I am a recipient of a scholarship from the National Office of the Miss America's Outstanding Teen Organization as a Local or State contestant, I understand that requests for scholarship disbursements must begin within one year of high school graduation. I understand that the request must be made using the official Application for Disbursement of MAOTeen Scholarship Funds form and I must furnish the applicable supporting documentation as required in the official scholarship disbursement rules published by the Miss America's Outstanding Teen Organization at the time I was awarded the scholarship. I also understand that since high school graduation dates vary across the country, the Miss America's Outstanding Teen Organization uses the universal date of May 31 of the year in which I graduate from high school to begin calculating the one year time frame. I understand that all of my scholarships that have been awarded by the National Office of the Miss America's Outstanding Teen Organization will be forfeited if the first request for scholarship disbursement is not **received** by the National Office within the one year time frame. Requests for scholarship disbursements should be sent via U.S. Post Office Registered Mail, FedEx, or some other traceable and verifiable source and not through regular U.S. Post Office mail.

I understand that if there are extenuating circumstances that are delaying the usage of scholarships that have been awarded to me by the National Office of the Miss America's Outstanding Teen Organization, I may submit a written request for an extension of one year with an explanation of why the request is being made. The extension request must be received by the National Office of the Miss America's Outstanding Teen Organization within the one year time frame from May 31 of the year in which I graduate from high school. I understand that scholarship extensions are not automatically granted, but are reviewed by the Miss America's Outstanding Teen Organization Scholarship Committee whose decision on granting an extension is final. If the extension request is received by the National Office of the Miss America's Outstanding Teen Organization past the one year deadline, I understand that the extension request will be automatically denied and all scholarships awarded will be forfeited. Scholarship extension requests will not be accepted via e-mail, fax, telephone, or regular U.S. Post Office mail. Requests for scholarship extensions are required to be sent via U.S. Post Office Registered Mail, FedEx, or some other traceable and verifiable source. I acknowledge that a scholarship extension is only valid if I receive a written confirmation from a member of the Miss America's Outstanding Teen Organization Scholarship Committee that my request for a scholarship extension has been granted.

- 6.7. **Documents and Information; Cooperation with Inquiries.** I agree to provide the Miss _____ Outstanding Teen Organization, at its request, with any documents or information necessary to determine any question with regard to my initial or continuing eligibility to compete in the competition or, if I am selected as "Miss _____ Outstanding Teen", to complete my Year of Service. I also agree to cooperate fully with any inquiry undertaken by the Miss _____ Outstanding Teen Organization in connection with my initial or continuing eligibility, and to provide sworn statements and any relevant documents if requested to do so by the Miss _____ Outstanding Teen Organization.
- 6.8. **Termination of Eligibility.** I understand and agree that if:
- 6.8.1. any of the representations or statements made by me in this Application and Contract or any of its attachments is determined by the Miss _____ Outstanding Teen Organization to be false;
- 6.8.2. there is a change of circumstances that would affect my eligibility to participate in the competition or, if I am selected as "Miss _____ Outstanding Teen", to complete my Year of Service, including without limitation changes in my citizenship, marital or parental status, good character and reputation or, if relevant to my eligibility to participate in the National Finals, my residence, employment or educational status;
- 6.8.3. I fail to conduct myself in a manner which, in the sole and exclusive judgment of the Miss _____ Outstanding Teen Organization, is consistent with the standards and dignity of the Program; or
- 6.8.4. I have any disability which, in the sole and exclusive judgment of the Miss _____ Outstanding Teen Organization, impairs my ability to perform the duties expected of me as a Contestant in the Local or State Pageants or, if I am selected, as "Miss _____ Outstanding Teen", the Miss _____ Outstanding Teen Organization shall have the right, in its sole and exclusive judgment, to determine that I am not eligible to participate or continue to participate in the Local or State Pageants or, if appropriate, to complete my Year of Service. In that event, all titles, awards, and perquisites of my position as a Contestant in the Local or State Pageant or as "Miss _____ Outstanding Teen", as appropriate, shall be terminated and forfeited, subject to the provisions of Section 6.5 (Scholarship Grants and Forfeitures) of this Application and Contract.
- 6.9. **Public Release of Information.** I understand that some elements of the Program, and in particular the Local or State Pageants and the public appearances of "Miss _____ Outstanding Teen" during the Year of Service, are frequently the subject of intense media and public interest and scrutiny. I further understand that it is very important for the Miss

_____ Outstanding Teen Organization and the Miss America's Outstanding Teen Organization to maintain a high level of public trust in and acceptance of the integrity of, and manner of conducting, the Local or State Pageants and the qualifications and conduct of Contestants and of "Miss _____ Outstanding Teen". Accordingly, I authorize the Miss _____ Outstanding Teen Organization, in the exercise of its sole and exclusive discretion, to release and to comment publicly upon any truthful information concerning my eligibility or continued eligibility to participate in the Local or State Pageants or, if I am selected as "Miss _____ Outstanding Teen", to complete my Year of Service.

- 6.10. **Uniqueness of Contract and Services; Injunctions.** I understand and agree that the services and obligations described in this Application and Contract are unique and extraordinary and that there is no adequate remedy at law for any breach of this Application and Contract by me. Therefore, in the event of any such breach, or in the event of such a breach that is attempted or threatened, I agree that the Miss _____ Outstanding Teen Organization shall be entitled to equitable relief by way of injunction or otherwise to prevent or repair such breach or attempted or threatened breach.
- 6.11. **Indemnity Agreement.** I release Miss _____ Outstanding Teen Organization, their Officers, Directors, Trustees, Judges, Employees, and any other person, firm, individual or corporation charged with responsibility or liability, their heirs, administrators, executors, successors and assigns from and against and any and all claims, lawsuits, demands, damages, loss of service, actions and causes of actions, based upon, arising out of, or in any way related to any honors, rights, or awards sought by me as a contestant in the 20__ Miss _____ Outstanding Teen Pageant, the conduct of business thereat, the ownership and possession of any honors, rights, or awards thereby, any negligent act, or any act of misfeasance or non-misfeasance by the referenced pageant, or any of their agents, contractors, servants, employees or licensees in conjunction with any honors or awards bestowed at said listed above from any and all claims that exonerate, hold harmless and indemnify such pageant listed above from any and all claims that I or my representative may have against such honors, rights, and awards. Such indemnification to include and/or all fees (including reasonable attorney's fees), costs and other expenses reasonably incurred by or on behalf of the above actions or causes of actions.
- 6.12. **Applicability of Delaware Law.** This Application and Contract and its attachments shall be construed and interpreted under the laws of the State of Delaware.
- 6.13. **Entire Agreement; Enforceability.** When signed and approved by the Miss _____ Outstanding Teen Organization, this Application and Contract, together with its attachments, shall solely and exclusively determine my rights, privileges and responsibilities to the Miss _____ Outstanding Teen Organization. No oral or other written statement that is in any way inconsistent with the provisions of this Application and Contract shall be binding upon me or upon the Miss _____ Outstanding Teen Organization. If any provision of this Application and Contract should be declared void or unenforceable, such provision shall be deemed omitted from this Application and Contract. In that event, the remainder of this Application and Contract shall remain in full force and effect.
- 6.14. **Arbitration of Disputes.** Any controversy or claim arising out of or relating to this Application and Contract or any breach thereof shall be submitted to arbitration in the state of Delaware in accordance with the Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Section shall not in any way affect the rights of the Miss _____ Outstanding Teen Organization to (1) seek injunctive relief as provided in Section 6.10 of this Application and Contract, or (2) take any action permitted by this Application and Contract to enforce the eligibility standards of the Program in the event that time does not permit the completion of an arbitration process before action must be taken.

On the basis of all of these statements and agreements, I request the Miss _____ Outstanding Teen Organization to accept my application to participate as a Contestant in the Local or State Pageant. If the Miss _____ Outstanding Teen Organization accepts this application, I agree to comply with all of the terms and conditions of this Application and Contract, together with its attachments.

Date: _____

Contestant: _____

Date: _____

Parent/Guardian: _____

State of _____:

: ss

Affidavit of Truthfulness

County of _____:

_____, the Contestant making this Application, being duly sworn according to law, upon her oath deposes and says:

I do hereby swear that the statements made in this Application and Contract and its attachments are true.

and subscribed to before me

this __ day of _____, 20__.

Contestant: _____

Parent or Guardian: _____

Notary Public of _____

Certification of Local/State Organization

I do hereby certify that the Contestant was determined to be eligible to compete in the Miss _____ Outstanding Teen Competition under MAOTeen eligibility standards, and that the Contestant is eligible to compete in the National Finals.

Date _____ Executive Director/Authorized Representative _____

Approval of Application for Participation in the Local or State Pageant

The Miss _____ Outstanding Teen Organization hereby APPROVES this Application and Contract and accepts appointment as the agent of the Contestant on the terms provided in this Application and Contract. The Contestant may compete in the Local or State Pageant pursuant to the terms of this Application and Contract and its attachments.

Date _____

Executive Director / Authorized Representative Miss _____ Teen Organization

Affidavit of Parent or Guardian

(To be completed by the Parent(s) or Guardian(s) on the date of this Application and Contract)

I, the undersigned parent or guardian of _____, who is the Contestant named in this Application and Contract, of qualified age and being duly sworn according to law, upon my oath depose and say:

1. I have read and I understand the provisions of this Application and Contract and its attachments. To the best of my knowledge, information and belief, all of the factual statements made in this Application and Contract by the Contestant are true.
2. I have been given the opportunity to consult with an attorney of my choosing to seek legal advice regarding this Application and Contract.
3. I consent to the execution of this Application and Contract by the Contestant.
4. On behalf of the Contestant, I agree to the terms and conditions of this Application and Contract and its attachments.
5. I have not previously authorized any person, firm, or corporation to use the name, photograph, picture or any present or future title of the Contestant in connection with any endorsement or advertisement of any commercial product for or on behalf of the Contestant, nor has any other person ever been authorized to do so, other than a co-signer of this affidavit.
6. I shall not authorize any person, firm, or corporation to use the name, photograph, picture or any present or future title of the Contestant in connection with any endorsement or advertisement of any commercial product for or on behalf of the Contestant other than in accordance with the terms and conditions of this Application and Contract and its attachments.

I do hereby swear that the statements made in this affidavit are true.

Parent/Guardian

Parent/Guardian

Sworn and subscribed to before me _____ this ___ day of _____, 20____.

Notary Public of

State of _____

: ss

County of _____

Attachment A: Supplemental Fact Sheet

Miss _____ Outstanding Teen

Full Name (as you wish it listed in Program Book): _____

Date of Birth: _____ Age _____

Home Address: _____

City: _____, State: _____ Zip: _____

Email Address: _____

Attachments (check here if included):

- Copy of Birth Certificate (Section 2.2)
- Proof of Residence (Section 2.3.1)
- For Home Schooled Students Only (Section 2.3.3):
 - Documentation showing current grade ranking according to home school certification
 - Documentation of your state requirements for home schooled students.
- Copy of Health Insurance Card - Front and Back
- Copy of Dental Insurance Card - Front and Back

Father's Name: _____

Mother's Name: _____

Other Legal Guardian's Name: _____

Other Legal Guardian's Name: _____

Attachment B: Emergency Information Form

Please provide the following information in addition to the information referenced in Section 3.1.

MISS _____ OUTSTANDING TEEN CONTESTANT'S

NAME: _____

DATE OF BIRTH: _____

HOME ADDRESS: _____

WHILE AT THE STATE OR LOCAL PAGEANT, WHO SHOULD BE CALLED IN CASE OF AN EMERGENCY?

NAME: _____

ADDRESS: _____

PHONE: HOME: _____ OFFICE: _____ CELL: _____

MEDICAL INSURANCE COMPANY NAME: _____

EMPLOYER OR COMPANY NAME (IF GROUP PLAN): _____

POLICY NUMBER: _____

NAME OF SUBSCRIBER: _____

SUBSCRIBER'S ADDRESS THROUGH THE DATE OF THE STATE PAGEANT: _____

RELATIONSHIP OF SUBSCRIBER TO YOU: _____ SELF _____ PARENT/GUARDIAN _____ OTHER FAMILY

PHYSICIAN: _____

PHYSICIAN'S PHONE: HOME: _____ OFFICE: _____

YOUR BLOOD TYPE: _____

MEDICATION ALLERGIES: _____

NON-MEDICATION ALLERGIES: _____

PRESCRIBED MEDICATIONS YOU ARE CURRENTLY TAKING: _____

OVER-THE-COUNTER MEDICATIONS YOU ARE CURRENTLY TAKING: _____

VITAMINS AND/OR SUPPLEMENTS YOU ARE CURRENTLY TAKING: _____

MEDICAL/PHYSICAL INFORMATION: _____

FOR MEAL PLANNING PURPOSES, PLEASE LIST ALL FOOD ALLERGIES (e.g., NUTS, GLUTEN FREE, ETC.) AND/OR FOOD PREFERENCES (e.g., VEGETARIAN, NO SEAFOOD, ETC.): _____

MAOTeen State/Local Contestant Contract Effective Date: 09-30-2012; Parent's/Legal Guardian's Initials: _____ Contestant's Initials: _____ : Date: _____

Attachment B: Emergency Information Form...cont'd

ANY PHYSICAL PROBLEMS THAT COULD CAUSE YOU DISCOMFORT: _____

DENTAL INSURANCE COMPANY NAME: _____

ADDRESS: _____

EMPLOYER OR COMPANY NAME (IF GROUP PLAN): _____

POLICY NUMBER: _____

NAME OF SUBSCRIBER: _____

SUBSCRIBER'S ADDRESS THROUGH THE DATE OF THE STATE PAGEANT: _____

RELATIONSHIP OF SUBSCRIBER TO YOU: _____ SELF _____ PARENT/GUARDIAN _____ OTHER FAMILY

PLEASE ATTACH A PHOTOCOPY OF YOUR INSURANCE CARD(S) (FRONT AND BACK)

I certify the policy(s) named above is now in force and will be maintained through the date of the State Pageant. I understand that contestants are responsible for all medical/dental expenses incurred during the time in which they participate in the Miss _____ Outstanding Teen Competition activities and that neither the Miss _____ Outstanding Teen Organization nor its medical insurance plan will be responsible for any such expenses. I certify that the above information is true and accurate.

PARENT/GUARDIAN SIGNATURE: _____

DATE: _____

AUTHORIZATION FOR MEDICAL TREATMENT REGARDING CONTESTANTS BELOW THE AGE OF 18:

I hereby authorize the Miss _____ Outstanding Teen Organization's physician, other appropriate health care provider and/or the Miss _____ Outstanding Teen Organization's registered nurse to perform medical treatment deemed necessary for:

CONTESTANT'S NAME: _____

PARENT/GUARDIAN SIGNATURE: _____

DATE: _____

***The parent or guardian must sign the above Medical Responsibility and Authorization Information Form.**

MAOTeen State/Local Contestant Contract Effective Date: 09-30-2012; Parent's/Legal Guardian's Initials: _____ Contestant's Initials: _____ : Date: _____

Attachment C: Local/State Scholarship Rules

SCHOLARSHIP RULES AND REGULATIONS

Miss _____ Outstanding Teen Organization

**(See Attachment C - All Local/State Organizations
Must Include Their Scholarship Rules as Attachment C)**