



## ENTRY FORM/CONTRACT INSTRUCTIONS

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[www.missgeorgiausa.com](http://www.missgeorgiausa.com) • [www.missmississippiusa.com](http://www.missmississippiusa.com) • [www.misstennesseeusa.com](http://www.misstennesseeusa.com)

Greenwood Productions Inc. is the producer of the MISS USA® and MISS TEEN USA® state pageants in Georgia, Mississippi, and Tennessee under license by IMG Universe, LLC dba-The Miss Universe Organization.

***Please read carefully and follow instructions.***

The Official Entry Form/Contract is the standard agreement for all contestants competing in the 2021 MISS USA® & MISS TEEN USA® state pageants. All contestants must complete this entry form/contract so that in the event that you are named your state's representative to the national pageant, no unforeseen questions will arise regarding your eligibility to compete in the national competition. If you have any questions, feel free to e-mail or call us.

- Please thoroughly read the complete Official Entry Form/Contract.
- Initial the bottom of every page of the Official Entry Form/Contract
- Please enter the State you're competing in at the top of the first page.
- Please print your name and title clearly at the top of the first page.
- Attach photocopies of the residency documents as outlined in Section 1 of the Official Entry Form/Contract.
- Check TRUE or FALSE at the bottom of statement Section 1, Item (f), Statement (2) and explain if the answer is FALSE.
- Fill in your birth date on the designated space on Section 1, Item (h).
- Attach a photocopy of your birth certificate, as stated in Section 1, Item (f). If you were not born in the United States, please attach a photocopy of your passport or naturalization papers, as stated in Section 1, Item (f).
- Check TRUE or FALSE at the bottom of statement at Section 1, Item (k), and fill in the information if the answer is FALSE.
- Check TRUE or FALSE at the bottom of statement at Section 1, Item (m), and fill in the information if the answer is FALSE.
- Check TRUE or FALSE at the bottom of statement at Section 1, Item (o), and fill in the information if the answer is FALSE and please be as detailed as possible. Please contact us if you have any questions.
- Check TRUE or FALSE at the bottom of statement at Section 9, Item (a), and explain if the answer is FALSE.
- Sign, date, and print your name on the designated spaces at the end of the document.
- If you are under the age of 18, have a parent/guardian sign, date, and print his/her name on the designated spaces at the end of the document.
- Leave the Licensee signature and date on page 7 blank.
- Return the Official Entry Form/Contract to the pageant office. Make sure you have submitted your Proof of Residency Form with the required documents and copy of birth certificate.

**PLEASE MAIL TO PAGEANT OFFICE.**

**GREENWOOD PRODUCTIONS INC. • PO BOX 3930 • CLARKSVILLE, TN 37043**



# OFFICIAL ENTRY FORM / CONTRACT

## MISS MISSISSIPPI USA® 2021

For Contestants for the State Pageant Preliminary to the 2021 MISS USA® Pageant

P.O. Box 3930 • Clarksville, TN 37043 • 615.891.0557 • [info@greenwoodproductions.com](mailto:info@greenwoodproductions.com)  
[www.missgeorgiausa.com](http://www.missgeorgiausa.com) • [www.missmississippiusa.com](http://www.missmississippiusa.com) • [www.misstennesseeusa.com](http://www.misstennesseeusa.com)

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Contestant Name: \_\_\_\_\_

Contestant Title: \_\_\_\_\_

I am making the representations, disclosures, and agreements described below so that I will be eligible to participate in the state pageant in the state named above (for purposes of this Agreement, the District of Columbia is considered a state) (the "State") preliminary to the 2021 Miss USA Pageant (the "State Pageant"). I understand this is an important legal document relating to my participation in the State Pageant, and by signing this document I am waiving legal rights I may have against The MISS Brand Inc. d/b/a The Miss USA Organization ("Miss USA"), IMG Universe, LLC, and their respective parents, subsidiaries, affiliates, and others (collectively, "the Parties").

1. I represent and warrant as follows:

(a) I understand that in this Agreement, "Miss USA" means The MISS Brand Inc. d/b/a the Miss USA Organization; "you" or "Licensee/Franchisee" means Greenwood Productions Inc., who is the person or entity that conducts the State Pageant (except as otherwise defined in Paragraph 5 below); the "License Agreement" means the Miss USA Preliminary State Pageant License Agreement between Miss USA and Licensee/Franchisee; and, all other capitalized terms have the same meanings as in the License Agreement unless otherwise defined in this Agreement.

(b) I understand and agree that you shall determine, in your sole judgment, the contestants for the State Pageant in accordance with standards prescribed by Miss USA from time to time. I understand that you have no obligation to determine that I am entitled to serve as a contestant, even if I meet all eligibility requirements and any lawful selection criteria you may establish. I further understand and agree that you will determine all eligibility issues for competition in the State Pageant in your sole judgment in accordance with standards prescribed by Miss USA from time to time (although I understand that you alone, and not Miss USA, will be applying such standards), and I agree to abide by your determinations both as to myself and all other contestants as to eligibility for competition in the State Pageant. If I am the winner of the State Pageant, I understand and agree that Miss USA will, in its sole judgment, determine who will serve as a contestant in the 2021 Miss USA Pageant and determine all eligibility issues for competition in the 2021 Miss USA Pageant, and I agree to abide by Miss USA's determinations both as to myself and other 2021 Miss USA Pageant contestants. I further understand that if I am the winner of the State Pageant, Miss USA's only obligation will be to accept me as a contestant in the 2021 Miss USA Pageant, provided that I at all times have satisfied all the eligibility requirements and complied with and fulfilled all of my obligations, including, without limitation, those obligations set forth in this Agreement (including, without limitation, Paragraphs 1[h] and 5 below) and in the Contestant Official Entry Form/Contract for the 2021 Miss USA Pageant. I further agree to accept the obligations will incur as a contestant for the State Pageant under this Agreement.

(c) I have never been married or had a marriage annulled. I have never given birth to a child, I am not a parent or guardian of any other adult or minor person, and I am not currently pregnant. These representations and warranties shall remain true through the State Pageant and, if I win the State Pageant, through the 2021 Miss USA Pageant.

(d) I am a citizen of the United States and will remain a citizen of the United States through the State Pageant and, if I win the State Pageant, through the 2021 Miss USA Pageant.

(e) I represent and warrant that I am a female (recognized medically and legally as a female in the United States. If my gender or sex designated at birth was not female, I represent and warrant that: (a) I have received and can provide (if requested by the you or Miss USA) legal recognition of my assigned sex as female by the state of my residence (which may include, if required in the state that I am competing in, certification that I have fully completed sex reassignment (which can be certified by a physician, if requested by you or Miss USA); and (b) I have received and can provide (if requested by you or Miss USA) legal recognition of my assigned sex as female by the U.S. Federal government or my U.S. state of residence. Documents acceptable for such legal recognition include: driver's license or ID card issued by my state of residence, birth certificate, U.S. Passport or Social Security card.

(f) I satisfy either 1(f)(1) or 1(f)(2) regarding the residency and documentation requirements:

(1) I now reside and have resided in my State as my "permanent and primary residence" (as defined below) for a period of at least ninety (90) consecutive days immediately prior to the

date of the State Pageant. "Permanent and primary residence" or "Permanent and primary residency" means my true, fixed and permanent domicile which I intend to make my permanent home. In order to establish my compliance with these residency requirements, I am attaching photocopies of at least three of the following types of bona-fide documents, at least one of which must be of document type (a) through (e):

(a) my driver's license;

(b) my voter identification or registration card and/or proof of voter history provided by the state;

(c) my resident tax return from the most recent tax year;

(d) my current school records (e.g., transcript or report cards with my address) sufficient to establish the requirements of paragraph 1(f)(2);

(e) employment documents in my name (Form W-2 and pay stubs only) evidencing employment in the state for at least ninety (90) days immediately prior to the commencement of the State Pageant;

(f) lease or deed for a dwelling in my name (evidencing occupancy of dwelling for at least ninety (90) days immediately prior to the date of the State Pageant);

(g) telephone or utility bills in my name (both the current bill and a bill dating back at least ninety (90) days immediately prior to the date of the State Pageant); or

(h) bank or credit card statements in my name (both the current statement and a statement dating back at least ninety (90) days immediately prior to the date of the State Pageant).

I will maintain such residency through the State Pageant and, if I win the State Pageant, through the 2021 Miss USA Pageant. If I do not win the State Pageant, and I intend to establish Permanent and primary residency in another state, I may not compete in another state's pageant preliminary to the 2021 Miss USA Pageant for a period of at least ninety (90) consecutive days after the date of the State Pageant, unless I qualify to compete pursuant to paragraph 1(f)(2) below.

(2) I either:

(a) reside in the State as a full time student at a school, college or university and will have completed one entire semester, trimester or summer session immediately prior to December 31, 2020, and I will continue to reside in the State as a full time student at that same school, college or university (although I may have spent or be spending the summer in another State). For the avoidance of doubt, I will not satisfy the requirements of paragraph 1(f)(2) if I reside in one state, and I am enrolled in an online school, college or university located in another state; or

(b) retain full-time employment in the State (i.e., I work at least forty (40) hours per week in the State, and I qualify for employment benefits provided by my employer) and have maintained such full-time employment for a period of at least ninety (90) days prior to the date of the State Pageant.

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

I understand and agree that you have the right to reject information or documentation you feel has not been gathered or provided in good faith. I will maintain such residency through the State Pageant and, if I win the State Pageant, through the 2021 Miss USA Pageant.

Notwithstanding the foregoing, Miss USA reserves the right to review and evaluate the residency documentation that I submit in order to ensure that the State is my Permanent and primary

residence for purposes of this paragraph 1(f). If Miss USA determines, in its sole discretion, that the documentation I submitted to fulfill my residency requirements was for the sole purpose of competing in the State Pageant, with no intention of maintaining my residency in the State, Miss USA will have the right, in its sole judgment, to take any action that it deems appropriate, including without limitation disqualifying me from competing in the State Pageant, terminating my reign as Miss (State) USA 2021 if I win the State Pageant, withholding any Prizes or other compensation to which I may have been entitled, and requiring me to return any Prizes or other compensation I may have already received.

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

➔ TRUE \_\_\_\_\_ FALSE \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(g) I acknowledge that prior to the date of the State Pageant, I did not compete in another state's pageant preliminary to the 2021 Miss USA Pageant for a period of at least ninety (90) consecutive days before the date of the State Pageant, unless I qualified to compete in another state's pageant pursuant to paragraph 1(f)(2) above. I further understand and agree that I may not compete in more than two (2) state pageants preliminary to the 2021 Miss USA Pageant.

➔ TRUE \_\_\_\_\_ FALSE \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(h) The date of my birth is: \_\_\_\_\_. I will be at least 18 and under 28 years of age before January 1, 2021. **I am attaching a photocopy of my birth certificate or passport in order to establish that I satisfy this age requirement. If I was not born in the United States, I am attaching a photocopy of my passport or naturalization papers establishing my age and that I am a citizen of the United States.**

(i) I have never been a contestant or delegate in a Miss USA Pageant or a Miss Universe Pageant. In addition, have not competed, and will not compete, in any other state pageant (including any preliminary state pageant) preliminary to the 2021 Miss USA Pageant or in any state pageant (including any preliminary state pageant) preliminary to the 2021 Miss Teen USA Pageant. If I am the current titleholder in any other state or national pageant or competition system (other than a system preliminary to the State Pageant), I acknowledge and agree that, unless I receive permission from you and Miss USA, I must resign that title immediately if I win my State Pageant. I understand that I will not be eligible to compete in the 2021 Miss USA Pageant unless and until I resign my title in such other state or national pageant or competition system and that you or Miss USA may, in your and/or Miss USA's sole judgment, terminate my reign as Miss (State) USA 2021 if I do not immediately resign my title in such other state or national pageant or competition system.

(j) I agree that if I win my State Pageant, I will sign and return to you, within thirty (30) days after completion of the State Pageant, the Contestant's Official Entry Form/Contract for the 2021 Miss USA Pageant. In the event of any inconsistency between the terms, conditions and obligations set forth in the Contestant's Official Entry Form/Contract for the 2021 Miss USA Pageant, on the one hand, and this Agreement, on the other hand, the terms, conditions and obligations of the Contestant's Official Entry Form/Contract for the 2021 Miss USA Pageant shall govern unless otherwise provided. I understand that I will not be eligible to compete in the 2021 Miss USA Pageant unless and until I timely sign and return the Contestant's Official Entry Form/Contract for the 2021 Miss USA Pageant. If I do not timely sign and return the Contestant's Official Entry Form/Contract for the 2021 Miss USA Pageant, I understand that you or Miss USA may, in your and/or Miss USA's sole judgment, terminate my reign as Miss (State) USA 2021.

(k) Either:

(1) I have not authorized or permitted the use of my name, voice or likeness in connection with any product or commercial enterprise, given any written, verbal or other endorsement of any product, service or commercial enterprise, or entered into any written or verbal agreement with

any individual, corporation or organization, which in any way covers, relates to or conflicts with my actions to be performed if I am required by Miss USA to participate or compete in the 2021 Miss USA Pageant or any events at the site of the 2021 Miss USA Pageant ("Host City") or elsewhere related to the 2021 Miss USA Pageant, or

(2) I have taken one or more of the actions described in subparagraph 1(i)(1) above, but: (i) any such contract, agreement, use or endorsement by its terms becomes automatically void and ceases immediately if I become Miss USA 2021 or succeed to the Miss USA 2021 title; and (ii) even if I do not become Miss USA 2021 or succeed to the Miss USA 2021 title, any such contract, agreement, use or endorsement by its terms is suspended and becomes temporarily void if I am required by Miss USA to participate in the 2021 Miss USA Pageant, any promotions leading up to and after the 2021 Miss USA Pageant (including sponsorship promotions), or any events at the Host City or elsewhere related to the 2021 Miss USA Pageant.

I will not enter into any contract or agreement (including but not limited to any product use agreement or endorsements) that does not comply with the requirements of subparagraph 1 (i) (2) above. If I am required by Miss USA to participate in the 2021 Miss USA Pageant, any promotions leading up to and after the 2021 Miss USA Pageant (including sponsorship promotions), or any events at the Host City or elsewhere related to the 2021 Miss USA Pageant, and if I win or succeed to the Miss USA 2021 title, at all times during the period during which hold such title, I will comply with Miss USA's sponsor arrangements (even if Miss USA's sponsor arrangements are in direct conflict with any of your sponsor arrangements). I understand that it is your responsibility to inform me of any conflict of any of your sponsors with any of Miss USA's sponsors relevant to the above commitments so long as Miss USA has notified you about Miss USA's sponsor(s) in question.

As of this date, I have not entered into, and, if I am required by Miss USA to participate in the 2021 Miss USA Pageant, at any time prior to or during the 2021 Miss USA Pageant, or at any time during which I may hold the Miss USA 2021 title, I will not enter into, a management, agency or personal services contract with any individual, corporation or organization, or if I did or do enter into such a contract, it becomes null and void by its terms if I win or succeed to the Miss USA 2021 title, or it is suspended and becomes temporarily void by its terms at all times during the period during which I hold such title.

➔ TRUE \_\_\_\_\_ FALSE \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(l) I understand that I have no duty to share any awards, money, goods and services ("Prizes") I receive from my participation in the State Pageant and, if I win the State Pageant, the 2021 Miss USA Pageant, with you. I have not made and will not make prior to delivery any agreement to share any Prize I receive from my participation in the State Pageant and, if I win the State Pageant, the 2021 Miss USA Pageant with any individual, corporation or organization, including you. **I shall not share, or make any agreement or promise to share, any Prize or any portion of any Prize with any other contestant in the State Pageant, and any such purported agreement or promise shall be unenforceable and subject me to immediate disqualification.**

(m) Neither I nor any member of my immediate family (i.e., mother, father, sister or brother) or anyone living in my household is currently, or has within the last two (2) years been, employed by or an officer, director or agent (including a volunteer worker) of any of the following:

(1) You, any company or enterprise you own or control, or of any company or enterprise under common ownership or control with you; or

(2) Miss USA, the Parties, Ernst & Young, or, any of the subsidiaries, affiliates or related companies of the foregoing.

➔ TRUE \_\_\_\_\_ FALSE \_\_\_\_\_

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

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

Relationship \_\_\_\_\_

Employed by (Company, City) \_\_\_\_\_

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

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

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

I understand that any such employment or relationship(s) may affect my eligibility for the State Pageant and, if I win the State Pageant, the 2021 Miss USA Pageant. If any of the foregoing conditions changes before or during competition at the State Pageant, I will immediately give you notice of this fact so that you can make a determination as to my eligibility in your sole judgment. In addition, I acknowledge and agree that (i) you may, in your sole judgment, render eligible or ineligible, as the case may be, any person with such employment or relationship(s) and (ii) you may, in your sole judgment, render ineligible any person who, in your sole judgment, is sufficiently acquainted with any person or entity connected with the production, administration, or judging of the State Pageant or the Miss USA Pageant such that her participation in the State Pageant could create the appearance of impropriety.

(n) I am not currently a candidate for public office. If I win the State Pageant, I agree not to become a candidate for public office until one (1) year after the initial broadcast, if any, of the 2021 Miss USA Pageant.

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

➔ **TRUE** \_\_\_\_\_ **FALSE** \_\_\_\_\_

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

Name of Show	Tape Date (if applicable)	Air Date (if applicable)
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand that any such appearances or applications may affect my eligibility for the State Pageant and, if I win the State Pageant, the 2021 Miss USA Pageant. If any of the foregoing conditions changes before or during competition at the State Pageant, I will immediately give you notice of this fact so that you can make a determination as to my eligibility in your sole judgment.

(p) I agree that if any of the conditions which I certify to in this Paragraph 1 change before or during the final competition of my State Pageant, I will immediately notify you in writing. I understand that any change in any of these conditions may result in my disqualification for the State Pageant. I further understand that if I win the State Pageant, any change in any of these conditions may result in my disqualification for the 2021 Miss USA Pageant.

2. I understand and agree that you (in accordance with standards prescribed by Miss USA from time to time) shall have sole judgment and control over every aspect of the State Pageant, that your decisions on all matters related to the State Pageant shall be final and binding on me in all respects, that your decisions on all matters related to the State Pageant shall not be subject to challenge or appeal, and that your decisions on all matters related to the State Pageant shall not be subject to any limitation whatsoever, except for any limitations imposed by law. Without limiting the foregoing in any way, I understand that I am competing for the title Miss (State) USA 2021, and I understand and agree that, using your sole judgment (and applying standards for judging prescribed by Miss USA from time to time), you will determine the manner and method of conducting and judging the State Pageant and of selecting the winner of the State Pageant. I acknowledge that the judging may include the following categories: swimsuit; evening gown; and personality. I agree that the decision of the judges in these matters will be final and I agree to abide by the judges' decision. I understand and agree that Miss USA reserves the right to establish and modify, in its sole judgment and at any time, the procedures and/or standards that you will employ for judging the State Pageant.

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

(a) Miss USA and those Miss USA authorizes shall have the exclusive right to (i) interview me, as many times and for such periods of time as Miss USA requests in its sole judgment, and to videotape, film, audio record, and otherwise record such interview(s) and my statements and appearances therein, including my name, voice and likeness, and (ii) to videotape, audiotape, film, portray, photograph and otherwise record me, my likeness and my actions and record my voice and other sound effects, alone or together with others. Any such recordings, and all information and materials I have supplied or may supply (including, without limitation, written submissions, biographical information, photographs and videos of me and/or others), any and all other information Miss USA may have received or will receive from other sources about me, as well as my appearance, actions, voice and sound effects in connection with the State Pageant, and the results and proceeds of my participation in the State Pageant, and any

reproductions or recordings of any nature of any of the foregoing, in whole or in part, shall be referred to as the "Material." The Material shall also include, without limitation, any and all material that I may create (or participate in the creation of) in connection with the State Pageant, including, without limitation, any public video diaries, vlogs and blogs, I write or contribute to, any content I post or distribute through online, mobile or social media, and any photographs and other recordings taken by me in connection with the State Pageant. The Material, including the copyright and all other rights therein, shall be the sole and exclusive property of Miss USA. The Material may be used, broadcast, exhibited, distributed, advertised, publicized, promoted or otherwise exploited by such means and for such purposes (including, without limitation, merchandising, and commercial and non-commercial publishing) and by and in any manner and in any and all media, now known or hereafter devised (including, without limitation, television, theatrical, non-theatrical, home video devices, radio, the Internet and other on line or computer assisted media, and print media) as Miss USA designates, throughout the universe and in perpetuity, at any time and from time to time, whether as part of the State Pageant or otherwise. The Material may be edited, cut, rearranged, adapted, dubbed, fictionalized or otherwise revised or modified or combined, in whole or in part, with other material or works for any such purposes by Miss USA in its sole judgment, and I waive the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated in any jurisdiction of the world. Miss USA will own any so called "rental and lending rights" or similar rights.

(b) Miss USA and those Miss USA authorizes shall have the perpetual, worldwide and exclusive right to use my name, sobriquet, likeness (actual or simulated), photograph, caricature, voice, biographical material, signature and other indicia of my identity, in any manner and in any and all media whatsoever (whether now or hereafter known or devised), in and in connection with the development, production, exhibition, advertising, publicity, promotion, marketing, merchandising and any other exploitation of the State Pageant, the Material (whether as part of the State Pageant or otherwise), the 2021 Miss USA Pageant, or in connection with the exploitation of any subsidiary and ancillary rights therein, any future Miss USA Pageant, the Miss USA Pageant system, Miss USA's business activities (including any Licensed Product Lines) and the business activities of the networks, stations, sponsors and other exhibitors, assignees and licensees of the Material and/or the 2021 Miss USA Pageant (the "Business Activities") for any purpose, including, without limitation, for any commercial purpose whatsoever, including, but not limited to, product endorsements and consumer products related to the 2021 Miss USA Pageant and/or any of the Business Activities, as well as any future Miss USA pageants.

4. I agree:

(a) If I am selected to participate in the State Pageant, to follow and obey all of your rules, instructions, directions and requirements, as they may be changed, modified or amended by you at any time. I further agree to participate as a contestant in the State Pageant as and to the extent required by you on such dates and at such locations as you shall designate in your sole judgment, and which dates and locations you may change in your sole judgment. If I win the State Pageant, I further agree to participate as a contestant in the 2021 Miss USA Pageant as and to the extent required by Miss USA on such dates and at such locations as Miss USA may designate in its sole judgment, and which dates and locations Miss USA may change in its sole judgment.

(b) From the date I sign this Agreement until the completion of the State Pageant, whether or not I win or succeed to the title of my State Pageant, to conduct my activities and life in accordance with the highest ethical and moral standards, and I will not engage in any activity that might bring myself, you, Miss USA, the State Pageant, the Miss USA Pageant, the Miss USA Pageant system, the Parties, or any of their respective subsidiaries, affiliated or related companies, officers, directors, partners, shareholders or employees into public disrepute, ridicule, contempt or scandal or might otherwise reflect unfavorably upon any of the foregoing individuals or entities or might shock, insult or offend the community or any class or group thereof. I acknowledge that, by way of example, and without limiting the generality of the foregoing in any way, appearing in public or permitting myself to be photographed in a state of partial or total nudity or in a lewd, compromising or sexually suggestive manner constitutes a violation of this provision (this includes photographs, images or videos that may appear on any web site or social media platform, such as Instagram, Facebook or YouTube, or that may be recorded or captured privately [and is distributed to any other person or entity]). If, from the date I sign this Agreement until the completion of the State Pageant, I am arrested or charged with the commission of crime (including, without limitation, reckless or drunk driving or minor in possession of alcohol, or illegal possession or use of drugs) or engage in any activities in violation of this provision, then you or Miss USA may, in your and/or Miss USA's sole judgment, disqualify me from participating in the State Pageant and/or succeeding to the title Miss (State) USA 2021. If I am selected Miss (State) USA 2021 and during my reign knowledge of any such arrests, criminal charges or activities becomes known to you or Miss USA, then you or Miss USA may, in your and/or Miss USA's sole judgment, terminate my reign as Miss (State)



USA 2021. Your and/or Miss USA's decisions on all matters arising under this provision shall be conclusive.

(c) To deal with both you and Miss USA fairly and in good faith in the performance of my obligations under this Agreement, and to not make misrepresentations or misleading or untruthful statements to you and Miss USA.

(d) To execute any and all documents which are or may be necessary to fulfill my obligations under this Agreement.

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

(f) I understand and agree that I shall be responsible for all taxes and other obligations that are or may come due as a result of my receipt of any Prize or other compensation in or in connection with the State Pageant, if any.

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

(a) During the term of my reign as the State Pageant titleholder:

(1) To cooperate fully with you and your affiliates, employees, agents, representatives, designees, sponsors, official charity affiliations and the like in carrying out their instructions in connection with the actions I will be performing under this Agreement and in connection with my preparation for competition in the 2021 Miss USA Pageant. Without limiting the foregoing, I agree to follow and obey all rules, instructions, directions and requirements implemented by you in connection with my reign as the State Pageant titleholder, as they may be changed, modified or amended by you at any time.

(2) To make myself available for and accept appointments and appearances, and to keep punctually all appointments and appearances that have been scheduled for me and require my presence.

(3) You will have the exclusive right and control over all personal appearances which I may make or any services which I may render in the entertainment, literary and related fields. Without limiting the foregoing, I will not, without first obtaining your written consent, make any personal, television (both on scripted or unscripted television programming), motion picture, Internet/on-line or radio appearances or otherwise participate in, prepare or assist in the preparation of any written, audio or visual work that depicts, concerns, or relates in any way to me, including, without limitation, any motion picture, television program, commercials, music recordings, merchandising, screenplay, teleplay, print article, book, or Internet, web, mobile or social media content. For the avoidance of doubt, I acknowledge and agree that the foregoing restrictions shall apply to all such appearances, services and works, regardless whether or not related to my reign as Miss (State) USA 2021 or the Miss (State) USA Pageant.

(4) Not to engage in any conduct, acts or omissions that may be detrimental to you, your affiliates, others connected with you, the State Pageant or Miss USA Pageant.

(5) To deal with you fairly and in good faith in the performance of my obligations under this Agreement.

(6) To execute any and all documents which are or may be necessary to fulfill my obligations under this Agreement.

(7) Not to be the current titleholder in any other state or national pageant or competition system (other than a system preliminary to the State Pageant).

(8) Not to solicit or accept money, goods or services (whether through fundraisers or as donations) for myself in connection with the State Pageant, my reign as the Miss (State) USA 2021 titleholder, or the 2021 Miss USA Pageant without the prior written consent of you or Miss USA.

(9) Not to compete in any other pageant or pageant-like competition other than the 2021 Miss USA Pageant (and if selected as Miss USA 2021, the 2021 Miss USA Pageant) or to participate in any other pageant or competition system as a proprietor, director, officer, employee, principal, agent, entertainer, judge, adviser, volunteer or consultant.

(b) I understand and agree that all publicity in connection with the State Pageant and my reign as Miss (State) USA 2021 is under the sole control of Miss USA and you, and I agree that, except as otherwise required or permitted by you or Miss USA, I will not receive or generate any monetary advantage from

my reign as Miss (State) USA 2021, or use or disclose to any party any information or trade secrets obtained or learned as a result of my reign as Miss (State) USA 2021, nor shall I authorize any others to do so. Without in any way limiting the foregoing, I shall not prepare or assist in the preparation of any written, audio or visual work (including, without limitation, any film, television or radio programming, commercials or advertisements, print media, book publications, podcasts, Internet/on-line/mobile/social media services, or any other media outlet, whether now known or hereafter devised) that depicts, concerns or relates in any way to my reign as Miss (State) USA 2021, the Miss (State) USA Pageant or the business affairs of you, other contestants, or Miss USA. In addition, I shall consult with Miss USA or you regarding any and all publicity in connection with the State Pageant or my reign as Miss (State) USA 2021, and I shall not consent to any publicity without the prior written approval of Miss USA or, during my reign as Miss (State) USA 2021, you. I recognize that a breach by me of this provision would cause you and Miss USA irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that each of you and Miss USA shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this provision. In addition, I agree that in the event of any breach of this provision by me, I will return any Prizes or other compensation that I may already have received in connection with the State Pageant, and I forfeit my right or opportunity to receive any Prizes or other compensation that I have not yet received, and you and Miss USA shall each have the right to seek, among other things, (1) recovery or disgorgement of the monies or other consideration received by me in connection with my breach of this provision, if any, and (2) recovery of your and/or Miss USA's attorneys' fees and costs, mediation fees and costs, and/or arbitration fees and costs incurred to enforce the terms of this provision. I acknowledge and agree that my obligations with respect to confidentiality and publicity as set forth in this provision shall continue in perpetuity unless terminated by Miss USA in writing. In no event will I have the right to terminate my confidentiality obligations under this Agreement.

(c) If, during the term of my reign as the State Pageant titleholder, I: (i) refuse or fail to carry out my obligations under this Agreement or otherwise breach this Agreement or any other agreement made in connection with the State Pageant or my reign as Miss (State) USA 2021; (ii) become so mentally, physically, or otherwise incapacitated that I am unable, in your reasonable opinion, to carry out my duties; (iii) marry or become pregnant or become a parent (or guardian to any other adult or minor person); or, (iv) am prevented from carrying out my duties because of an act of God, rule, order or act of government or governmental instrumentality, or other cause of similar or different nature beyond my control, then you or Miss USA will have the right in your and/or Miss USA's sole judgment to take any action that you and/or Miss USA deem appropriate, including, without limitation, terminating my reign as Miss (State) USA 2021, withholding any Prizes or other compensation to which I may have been entitled, and requiring me to return any Prizes or other compensation I may have already received.

(d) I will not, anywhere in the world, enter into any agreement to perform modeling, acting, performing, advertising, literary or writing, entertainment, theatrical, or promotional services depicting, concerning, or relating in any way to my State Pageant title or my affiliation with the State Pageant or the Miss USA Pageant; endorse any product, service or commercial enterprise if the endorsement features or references my State Pageant title or my affiliation with the State Pageant or the Miss USA Pageant; or make or allow others to make use of or reference my State Pageant title or my affiliation with the State Pageant or the Miss USA Pageant for any other commercial purposes, unless I first receive the specific written consent of Miss USA or, during my reign as Miss (State) USA 2021, you.

(e) I understand that if my reign as Miss (State) USA 2021 is terminated for any reason (including, without limitation, in accordance with Paragraphs 1[g], 1[h], 4[b], 5[c], 8, 9[a] and 9[b] herein) or if I resign my reign as Miss (State) USA 2021 for any reason, such termination or resignation shall not affect any of the rights I have assigned to you, Miss USA or others in this Agreement or in any other agreement related to the State Pageant or my reign as Miss (State) USA 2021 or any of the covenants, agreements, waivers, releases or indemnities made by me in this Agreement or any other agreement related to the State Pageant or my reign as Miss (State) USA 2021, including, without limitation, Paragraphs 1, 3, 5 and 13 herein. In addition, if my reign as Miss (State) USA 2021 is terminated for any reason or if I resign my reign as Miss (State) USA 2021 for any reason, my Miss (State) USA 2021 title, and my preliminary state pageant and/or at large state pageant title(s), if any, shall be void and I will thereafter have no right to use such title(s) for any purpose whatsoever, I shall forfeit any Prizes or other consideration which I may have won and I will return any and all Prizes or other consideration already delivered to me. In such event, you and/or Miss USA may make any public explanation or announcement you and/or Miss USA choose regarding such action.

(f) I understand and agree that my activities as Miss (State) USA 2021 shall not be a performance, shall not constitute an employment relationship between me and you, shall not be subject to any union or guild collective bargaining agreement, and shall not entitle me to any wages, salary, corporate benefits, workers' compensation benefits, or other compensation of any kind, under

any such collective bargaining agreement or otherwise. I also understand that nothing in this Agreement or any conduct pursuant thereto shall constitute an agency relationship between me and you and that I shall have no authority to speak or act on your behalf whatsoever, except as may otherwise be expressly required or permitted by you.

(g) I understand and agree that I shall be responsible for all taxes and other obligations that are or may come due as a result of my receipt of any Prize or other compensation in or in connection with my reign as Miss (State) USA 2021, if any.

For purposes of this Paragraph 5 and Paragraphs 7 and 13 only, "you" means either you (as defined in Paragraph 1[a] above) or, if you are no longer actively serving as a Miss USA Licensee/Franchisee in the State, any other individual or entity who is then currently serving as a Miss USA Licensee/Franchisee in the State, as authorized and recognized by Miss USA.

6. If the title Miss (State) USA 2021 becomes vacant and I succeed to the title, I agree to serve as Miss (State) USA 2021 and perform all the obligations relating to said title contained in this Agreement, including, but not limited to, the terms of Paragraph 5 above. However, I acknowledge that if this happens, I will not be entitled to any of the Prizes awarded to Miss (State) USA 2021 at the time of her selection. I further acknowledge and agree that I may only succeed to the title Miss (State) USA 2021 if: (i) I am in full compliance with all duties and obligations owed both to you and The MISS Brand Inc. at the time the title Miss (State) USA 2021 becomes vacant; and (iii) I have not been cast within the last twelve (12) months, or currently cast in any non-scripted television series as a series cast member.

7. I acknowledge Miss USA's exclusive ownership and the validity of the trademarks and service marks "MISS USA", "MISS TEEN USA", and further acknowledge that the MISS USA and MISS TEEN USA Pageants and the associated trademarks, trade names and service marks are the exclusive property of Miss USA. All uses of these trademarks and service marks in connection with my activities will inure to the benefit of Miss USA. I understand and agree that any good will attributable to my use of these trademarks and service marks vests exclusively in Miss USA. I agree that I will not engage in any acts or omissions which may damage or otherwise affect Miss USA's trademark and/or property rights or Miss USA's goodwill therein in any manner whatsoever. I further agree that I will not in any way dispute or impugn the validity of any of Miss USA's trademarks and service marks, Miss USA's rights to those trademarks and service marks, or Miss USA's rights to use those trademarks and service marks. I will not at any time use, or allow others to use, any of Miss USA's names, logos, trademarks, trade names or service marks (including, without limitation, my State Pageant, preliminary state pageant and/or at-large state pageant title[s], if any and as applicable) or those of any of Miss USA's related companies or any names, logos, trademarks, trade names or service marks confusingly similar to any of Miss USA's names, logos, trademarks, trade names or service marks in connection with any kind of modeling, acting, performing, advertising, theatrical or promotional services I may perform and/or any advertising, promotion, publicity, merchandise, or other product or service, unless I first receive the specific written consent of Miss USA or, during my reign as Miss (State) USA 2021 (if I am the State Pageant titleholder), you.

8. I hereby certify, represent and warrant that all statements, disclosures and representations made by me in this Agreement, in any other document or agreement that I have signed or will sign in connection with the State Pageant, and that I otherwise provide to you, are true, accurate and complete. Without in any way limiting the foregoing, I certify that I have not withheld or mischaracterized any information regarding myself or my background. In addition, I agree that I will fully comply with all of the terms, provisions, restrictions and obligations of this Agreement and any other requirements you or Miss USA impose on me. If any statement, disclosure or representation made by me is false, misleading or incomplete in any respect, I omit to make a required representation or to state a fact which would render a statement, disclosure or representation I have made not misleading, I fail to fully comply with all of the terms, provisions, restrictions and obligations of this Agreement or any other requirements you or Miss USA impose on me, or I breach any other agreement I have made or may make in connection with the State Pageant, you or Miss USA may, in your and/or Miss USA's sole judgment, take any action that you and/or Miss USA deem appropriate, including, without limitation, disqualifying me from participating in the State Pageant, succeeding to the State Pageant title and/or terminating my reign as Miss (State) USA 2021 (if I am the State Pageant titleholder), as applicable.

9. (a) I represent that at all times prior to the date of this Agreement, I have conducted my activities and life in accordance with the highest ethical and moral standards and that I have never been arrested or charged with the commission of a crime (including, without limitation, reckless or drunk driving or minor in possession of alcohol or illegal possession or use of drugs ) or engaged in any activities that might bring myself, you, Miss USA, the State Pageant, the Miss USA Pageant, the Miss USA Pageant system, the Parties, or any of their respective subsidiaries, affiliated or related companies, officers, directors, partners, shareholders or employees into public disrepute, ridicule, contempt or scandal or might otherwise reflect unfavorably upon any of the foregoing individuals or entities or might shock, insult or offend the community or any class or group thereof. I acknowledge that, by way of example, and without limiting the generality of the foregoing in any way, having appeared in public or permitted myself to be photographed in a state of partial or total nudity or in

a lewd, compromising or sexually suggestive manner constitutes a violation of this provision (this includes photographs, images or videos that may appear on any web site or social media platform, such as Instagram, Facebook or YouTube or that may be recorded or captured privately [and is distributed to any other person or entity]).

➔ **TRUE** \_\_\_\_\_ **FALSE** \_\_\_\_\_  
If the above is not true, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AN ANSWER OF "FALSE" MAY NOT NECESSARILY LEAD TO DISQUALIFICATION. HOWEVER, IT IS IMPORTANT THAT LICENSEE AND MISS UNIVERSE ARE AWARE OF SUCH INFORMATION. YOUR FAILURE TO ANSWER TRUTHFULLY MAY LEAD TO DISQUALIFICATION EVEN IF THE UNDISCLOSED INFORMATION WOULD NOT OTHERWISE HAVE RESULTED IN DISQUALIFICATION HAD THE APPLICANT ANSWERED TRUTHFULLY.

If you or Miss USA determine that I at any time have been arrested or charged with the commission of a crime (including, without limitation, reckless or drunk driving or minor in possession of alcohol or illegal possession or use of drugs) or engaged in any activities in violation of this provision, then you or Miss USA may, in your and/or Miss USA's sole judgment, disqualify me from participating in the State Pageant and/or succeeding to the title Miss (State) USA 2021. If I am selected the winner of my State Pageant and during my reign, knowledge of any such criminal charges or activities becomes known to you and/or Miss USA, then you or Miss USA shall have the right to terminate my reign as Miss (State) USA 2021. Your and/or Miss USA's decisions on all matters arising under this provision shall be conclusive.

(b) If I am selected as State Pageant titleholder, I will at all times during the term of my reign conduct my activities and life in accordance with the highest ethical and moral standards. If, during the term of my reign, I am arrested or charged with the commission of a crime (including, without limitation, reckless or drunk driving or minor in possession of alcohol or illegal possession or use of drugs) or engage in any activities that might bring myself, you, Miss USA, the State Pageant, the Miss USA Pageant, the Miss USA Pageant system, the Parties, or any of their respective subsidiaries, affiliated or related companies, officers, directors, partners, shareholders or employees into public disrepute, ridicule, contempt or scandal or might otherwise reflect unfavorably upon any of the foregoing individuals or entities or might shock, insult or offend the community or any class or group thereof, then you or Miss USA shall have the right to terminate my reign as Miss (State) USA 2021. I acknowledge that, by way of example, and without limiting the generality of the foregoing in any way, appearing in public or permitting myself to be photographed in a state of partial or total nudity or in a lewd, compromising or sexually suggestive manner constitutes a violation of this provision (this includes photographs, images or videos that may appear on any web site or social media platform, such as Instagram, Facebook or YouTube, or that may be recorded or captured privately [and is distributed to any other person or entity]). Your and/or Miss USA's decisions on all matters arising under this provision shall be conclusive.

10. I understand that if I withdraw as a contestant in the State Pageant for any reason, am disqualified from the State Pageant for any reason (including, without limitation, as set forth in Paragraphs 4[b], 8 and 9[a] herein) or otherwise am unable to participate in the State Pageant for any reason, no such withdrawal, disqualification or inability to participate shall affect any of the rights I have assigned to you, Miss USA or others in this Agreement or any other agreement related to the State Pageant or any of the covenants, agreements, waivers, releases or indemnities made by me in this Agreement or any other agreement related to the State Pageant, including, without limitation, Paragraphs 1, 3 and 13 herein. In addition, if I withdraw as a contestant in the State Pageant for any reason, am disqualified from the State Pageant for any reason or otherwise am unable to participate in the State Pageant for any reason, my preliminary state pageant and/or at-large state pageant title(s), if any, shall be void and I will thereafter have no right to use any such title(s) for any purpose whatsoever, I shall forfeit any Prizes or other consideration which I may have won and I will return any and all Prizes or other consideration already delivered to me. In such event, you and/or Miss USA may make any public explanation or announcement you and/or Miss USA choose regarding such action.

If I am in a dispute with you (the "Dispute") and/or being threatened with disqualification of my crown and title, I must first notify Miss USA before taking any legal action against you. Miss USA shall have the right to review the matter, and upon their review, they may decide to mediate the Dispute. If after mediation with Miss USA, the matter is still not resolved to the satisfaction of Miss USA, me and you, then me and you shall be obligated to mediate the Dispute with the assistance of a professional mediator, the general terms of which are set forth in Section 11 below.

Miss USA may also decide to decline to mediate the Dispute, and if they decide to decline to mediate the Dispute you and I shall act in good faith to mediate the Dispute with the assistance of a professional mediator. If you and I are unable to resolve the Dispute with the assistance of a professional mediator,

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

then I will be obligated to enter into a binding arbitration with you, the general terms of arbitration which are set forth in Section 12 below.

11. You and I agree to submit any controversy, dispute or claim below to nonbinding mediation prior to commencing any arbitration proceeding. The mediation shall be conducted at our principal place of business by an individual mediator experienced in the mediation of franchise industry disputes, agreed upon by us or, failing such agreement within a reasonable time (not to exceed fifteen days) after either party has notified the other of its desire to seek mediation, by a mediator selected by the American Arbitration Association (or any successor organization) in accordance with its rules governing mediation. The costs and expenses of mediation, including compensation and expenses of the mediator (but not the attorneys' fees incurred by you or us), shall be borne by the parties equally. If the parties are unable to resolve the subject claim, controversy or dispute within 90 days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may commence an arbitration proceeding under this Section 12 to resolve such controversy, dispute or claim. The parties undertake to keep confidential all aspects of the mediation proceeding, including all materials created for the purpose of mediation and all other documents produced by another party in the mediation proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Notwithstanding anything to the contrary in this Section 11, you may bring an action against me for injunctive or other equitable or extraordinary relief in a court having jurisdiction without first submitting such action to mediation.

12. Subject to the parties' obligation to mediate certain controversies, disputes and claims pursuant to Section 11 above, all controversies, disputes or claims arising out of, related to, or in connection with this Agreement, or the breach thereof, shall be exclusively submitted to binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The place of the arbitration shall be in Houston, Texas, U.S.A. The language of the arbitration shall be English. There shall be one arbitrator if the amount of the claim is One Million U.S. Dollars (US\$1,000,000) or less, or three arbitrators if the amount of the claim is more than One Million U.S. Dollars (US\$1,000,000). The award and decision of the arbitrator(s) shall be conclusive and binding upon all parties hereto. Except as expressly provided in this Agreement, judgment upon any award(s) rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and the parties hereby waive all objections which they may have at any time to the laying of venue of any proceedings brought in such courts, waive any claim that such proceedings have been brought in an inconvenient forum, and further waive the right to object with respect to such proceedings that any such court does not have jurisdiction over such party. The parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a court or other judicial authority. You will be entitled to recover from me reasonable attorneys' fees, experts' fees, court costs, expenses of travel and lodging, and all other expenses of arbitration, if you prevail in any action instituted against me to secure or protect your rights under this Agreement, or to enforce the terms of this Agreement.

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

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

13. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IRREVOCABLY RELEASE YOU, THE MISS BRAND INC. D/B/A THE MISS USA ORGANIZATION, IMG UNIVERSE, LLC, THE PARTIES, AND ALL OTHER PERSONS AND ENTITIES CONNECTED WITH THE MISS USA PAGEANT, AND EACH OF THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS, ASSIGNEES, AND LICENSEES (HEREIN THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS, MEDIATION FEES AND COSTS, AND ARBITRATION FEES AND COSTS) ARISING OUT OF, RESULTING FROM, OR BY REASON OF THE CONTESTANT RECRUITING AND SELECTION PROCESS, YOUR FAILURE TO SELECT ME AS A CONTESTANT IN THE STATE PAGEANT, MY PARTICIPATION IN OR IN CONNECTION WITH THE

STATE PAGEANT OR THE CONTESTANT RECRUITING AND SELECTION PROCESS, INCLUDING, WITHOUT LIMITATION, ANY TRAVEL UNDERTAKE IN CONNECTION WITH MY PARTICIPATION IN THE STATE PAGEANT, ANY EXPLOITATION OF THE STATE PAGEANT OR MY APPEARANCE IN THE STATE PAGEANT, OR ANY USE OF ANY PRIZE OR GIFT AWARDED TO ME IN CONNECTION WITH THE STATE PAGEANT, ON ANY LEGAL THEORY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, RIGHTS OF PRIVACY AND PUBLICITY, OR DEFAMATION) (COLLECTIVELY, THE "RELEASED CLAIMS"). THE RELEASED CLAIMS SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES OF ANY KIND RESULTING FROM THE ACTIONS OF ANOTHER CONTESTANT OR ANY OTHER THIRD PARTY AT ANY TIME 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, MY SOLE REMEDY FOR BREACH OF THIS AGREEMENT BY YOU 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 STATE PAGEANT. 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 ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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

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

15. I understand and agree that all publicity in connection with the State Pageant is under the sole control of Miss USA and you, and that, except as otherwise required or permitted by Miss USA or, until the succeeding year's state pageant in the State, you, I will not receive or generate any monetary advantage from my participation in the State Pageant, or use or disclose to any party any information or trade secrets obtained or learned as a result of my participation in the State Pageant, nor shall I authorize any others to do so. Without in any way limiting the foregoing, I will not prepare or assist in the preparation of any written, audio or visual work (including, without limitation, any film, television or radio programming, commercials or advertisements, print media, book publications, podcasts, Internet/ on-line/mobile and social media services, or any other media outlet, whether now known or hereafter devised) that depicts, concerns or relates in any way to my participation in or in connection with the State Pageant or the personal lives and/or business affairs of you, other contestants, Miss USA, or the Parties. In addition, I shall consult with Miss USA or you regarding any and all publicity in connection

with the State Pageant or my participation or involvement in the State Pageant, and I shall not consent to any publicity without the prior written approval of Miss USA or, until the succeeding year's state pageant in the State, you. I recognize that a breach by me of this paragraph would cause you and Miss USA irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that each of you and Miss USA shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me. In addition, I agree that in the event of any breach of this paragraph by me, I shall return any Prizes or other compensation that I may already have received in connection with the State Pageant and forfeit my right or opportunity to receive any Prizes or other compensation that I have not yet received, and you and Miss USA shall each have the right to seek, among other things, (a) recovery or disgorgement of the monies or other consideration received by me in connection with the breach of this provision by me, if any, and (b) recovery of your and/or Miss USA's attorneys' fees and costs, mediation fees and costs, and/or arbitration fees and costs incurred to enforce the terms of this paragraph. I acknowledge and agree that my obligations with respect to confidentiality and publicity as set forth in this paragraph shall continue in perpetuity unless terminated by Miss USA in writing. In no event will I have the right to terminate my confidentiality obligations under this Agreement.

16. I agree that you and/or Miss USA may disclose any and all of the information provided by me to any person for any purpose, on or off-air, to the maximum extent permitted by law.

17. I acknowledge that I may not assign or otherwise transfer any of my rights or obligations under this Agreement unless I have first obtained Miss USA's express written consent, which Miss USA may withhold for any or no reason.

18. I agree not to seek to enforce any of my rights under this Agreement, or to make any claim arising out of or related in any manner to this Agreement, my relationship with you or my status as a contestant to the State Pageant, against any person or entity other than you. I further agree that I will

not be entitled to rescind this Agreement or seek injunctive or any other equitable relief, including, without limitation, to seek to enjoin, restrain or interfere in any way with the production, conduct, presentation or exploitation of the State Pageant or the 2021 Miss USA Pageant.

19. The expiration, termination, cancellation or breach of this Agreement on whatever grounds and by whomever effected shall not affect any of your and Miss USA's rights under this Agreement, according to the terms and conditions of this Agreement.

20. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision; provided, however, that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of the parties to this Agreement taken as a whole.

21. This Agreement contains the entire understanding of the parties, and all prior agreements between the parties with respect to the subject matter of this Agreement are nullified and superseded. This Agreement will not be construed against its drafter. All previous statements, representations and negotiations, whether oral or written, are hereby superseded by this Agreement. I acknowledge that no promises, representations or other inducements have been made to cause me to enter into this Agreement which are not set forth in this Agreement. This Agreement may be set aside, augmented, revised or modified only by a written instrument executed in the same manner. In the event of any inconsistency between the terms, conditions and obligations set forth in any application, agreements or other documents I have or may complete or execute at the request of you or Miss USA, on the one hand, and this Agreement, on the other hand, the terms, conditions and obligations set forth in this Agreement shall govern unless otherwise provided (including, without limitation, as otherwise provided in Paragraph 1 [j] above).

22. Miss USA is not a party to this Agreement. However, Miss USA is a third party beneficiary to this Agreement and will enjoy the fruits of this Agreement and will be entitled to enforce the terms of this Agreement.

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

\_\_\_\_\_  
(Signature of Entrant)

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

\_\_\_\_\_  
Date

If the contestant is a minor, I represent and warrant that I am the parent or legal guardian of the minor whose name appears above, that I have read and approve of the foregoing Agreement, and consent to its execution by my child/ward. I agree that I and my child/ward shall be bound and obligated by the terms set forth in this Agreement. I hereby release the Released Parties as set forth and in accordance with Paragraph 11 above from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations, if any, and the grant of rights, including, without limitation, the rights in and to the results and proceeds of my child's/ward's activities, as set forth above.

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

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

\_\_\_\_\_  
Date

Accepted and agreed to:

\_\_\_\_\_  
(Signature -Greenwood Productions, Inc. Staff)

\_\_\_\_\_  
(Printed Name - Greenwood Productions, Inc. Staff)

\_\_\_\_\_  
Date