



2017 Garden City Community Mexican Fiesta Celebrates
"WE ARE ONE TOWN ~ SOMOS UN PUEBLO"
2017 MISS GARDEN CITY FIESTA
Scholarship Pageant Release & Waiver
of Liability Form Requirement



Releases: Waiver of Liability

- 1.1 Contestant hereby releases, waives, discharges, and agrees not to sue the Organizer, its directors, officers, and employees (collectively, "Releasees"), from all liability to Contestant,
- 1.2 Her successors, heirs, representatives, and assigns (collectively, "Releasers") for any and all loss and/or damage, and/or property of, and/or demand therefore, on account of injury to the person and/or property of, and/or resulting in the death of, any Releaser, whether caused by the negligence of the Releasees or otherwise, while Contestant is participating in the Pageant, the Year of Service, and/or any event related thereto.
- 1.3 Contestant hereby agrees to defend, indemnify, and hold harmless each of the Releasees from and against any loss, liability, damage, or cost they may incur due to Contestant's
- 1.4 Participation in the Pageant, the Year of Service, and/or any event related thereto, and whether caused by the negligence of the Releasees or otherwise.
- 1.5 Contestant hereby acknowledges and agrees that the activities in and/or property damage resulting from Contestant's participation in the Pageant, the Year of Service, and/or event related thereto and whether caused by the negligence of the Releasees or otherwise.

Permanent Ownership of Rights. All photographs, video tapes, audio tapes, motion picture films, or other recordings or reproductions made of Contestant, whether "still" or "live", and endorsement rights (a) as a Contestant or as a participant in the events leading up to the selection of Fiesta Pageant titleholders; or (b) while representing the Organizer or participating in any Organizer sponsored events, whether before, during, or after the Pageant or, if Contestant is selected as a Fiesta Pageant titleholder, during or after the Year of Service, including, but not limited to, events such as press interview, judges interview, rehearsals, and publicity events, either individually or as a member of a group, as applicable (all of the foregoing, collectively, the "Rights"), are and shall be, become, and remain the property of the Organizer in perpetuity. The Rights may be used and reused by the Organizer or anyone designated and licensed by the Organizer, for publicity, advertising, or any other use in medium, all as deemed appropriate by the Organizer in its sole discretion. Contestant will ensure that all rights that any officially sanctioned photographer may have in any official publicity photographs of Contestant are released by that photographer in favor and that any such photographer shall provide a written release of such rights on a form acceptable to the Organizer. Contestant understands and agrees that the provisions of this Section shall specifically survive the termination of this Agreement.

**2017 MISS GARDEN CITY FIESTA
Scholarship Pageant Release & Waiver
of Liability Form Requirement cont.**

Authorization of Publication.

Contestant authorizes the use of her name, likeness, photographs, pictures, physical depiction, endorsement rights, and title by the Organizer and by such persons or entities as may be approved and selected by the Organizer. Contestant will abide by the provisions of any agreement between the Organizer and such persons or entities regarding Contestant's services for advertising and promotional uses.

If Contestant is selected as a Fiesta Pageant titleholder during the Pageant, Contestant agrees to serve as the Fiesta Pageant titleholder during the year of Service or until Contestant's successor is selected or appointed.

Availability for Appearances and Events.

Contestant agrees to make herself available for such personal appearances, interview, testimonials, endorsements, filming, tapings, photographic and recording sessions, and other and various commitments and events related to the Year of Service that the Organizer has made and will make for Contestant in its sole discretion.

Independent Contractor Status.

Contestant understands and agrees that she is and will remain an independent contractor with respect to the Organizer and that she is not and will not become an employee of the Organizer during the Year of Service.

Contestant understands and agrees that the Organizer shall determine the manner and method conducting the Pageant in its sole discretion. Contestant further understands and agrees that the Organizer shall also determine the time, method, and manner of judging the Pageant and selecting Fiesta Pageant titleholders. The decision of the judges is final and cannot be contested.

The Organizer reserves the right to cancel the registration and/or terminate the service of any candidate whose behavior, actions or communications do not positively reflect the values and mission of the Fiesta Pageant.

2017 MISS GARDEN CITY FIESTA

Eligibility Verification

I certify that I am eligible to be a candidate in the
2017 Miss Garden City Fiesta Scholarship Pageant
by meeting the following requirements:

Age.

I am between the ages of 16 and 21 years old as of January 1 in the year of my Pageant.

Citizenship & Residency.

I am a citizen of the United States of America, and have resided in the State of Kansas at least six (6) months prior to Pageant.

Personal Characteristics.

Contestant understands that in order to be eligible to compete in the Pageant, Contestant hereby certifies to the Personal Characteristics set forth in this section:

1. **Gender** Contestant is and has always been a female.
2. **Marital Status** Contestant is not now and has never been married.
3. **Parental Status** Contestant is not now and never has been pregnant and Contestant is not the adoptive/foster parent of any child.
4. **Good Character** Contestant is of good moral character and has not been involved at any time in any act of moral turpitude.
5. **Criminal Record** Other than minor or petty offenses, Contestant has never been convicted of any criminal offense and there are no criminal charges presently pending against Contestant. Contestant understands that Contestant may make an appeal the Organizer if criminal offenses or charges in Kansas is considered minor or petty offenses in another state. This appeal must be presented to the Organizer through legal counsel.
6. **Prior Conduct** Contestant has never performed any act or engaged in any activity or employment that is or could reasonably be characterized as dishonest, immoral, or indecent.
7. **Substance Abuse** Contestant does not use or consume any illegal controlled dangerous substances or abuse the use of alcohol or other dangerous substances.

**2017 MISS GARDEN CITY FIESTA
Eligibility Verification cont.**

Contractual and Other Obligations.

1. Prior Contractual Commitments

Contestant does not have any legal obligations that would prevent or limit her participation in the Pageant or during the Year of Service, or Contestant's compliance with the rules, regulation, and conditions of the Pageant Program.

2. Other Competitions

If Contestant wins, Contestant agrees that she will continue to hold the title given until at least her successor is selected or appointed. Contestant further agrees that, during the Year of Service, she will not associate in any way with, promote, or become a contestant or participant in any other national or international competition or preliminary competition of a similar nature to the Pageant.

By signing my name and today's date on the line above, I represent and agree that,

- 1. All facts and representations contained in this Application;**
- 2. Contestant agrees to abide by all rules and regulations of the Organizer described above, in the period before and during the Year of Service;**
- 3. Contestant meets each requirement for eligibility set forth above; and**
- 4. The Organizer shall have the sole discretion to determine whether, in its judgment, Contestant may continue to participate in the Program, in the event that the Organizer determines that any statement or representation by Contestant is not true and accurate or that any action by Contestant is consistent with the rules and regulations of the Program.**

Parental Guardian Signature: _____
(Parent signature, if applicant is a minor)

Parental Guardian Print Name: _____
Date: _____

Participant Signature: _____

Participant Print Name: _____
Date: _____