LOCAL CONTESTANT’S AGREEMENT – CAMBRIA / SOMERSET COUNTY

Application is hereby made for entry as a contestant in the local finals of the Cambria or Somerset County Outstanding Young Woman Program (hereinafter referred to as “Local Finals”), for the title of Cambria or Somerset County Outstanding Young Woman, and for the right to compete for the scholarships and other prizes and awards, given by Outstanding Young Woman of Cambria/Somerset Inc.(hereinafter referred to as “Local Sponsor”), said finals to be conducted in Johnstown, Pennsylvania.

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

 (Name: First, MI, Last)

(hereinafter referred to as “Contestant”

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 (Address) (City) (State) (Zip)

Makes the following statements, representations, and agreements:

1. Contestant represents that she is a citizen of the United States of America, or is in the documented process of obtaining citizenship, is a bona fide resident of the county in which she is competing (Cambria or Somerset County) at the time of application. The Contestant shall, be a bona fide high school junior enrolled in the junior class of a high school or institution or equivalent scholastic standing.
2. Contestant shall be single, never have been married, or have had a child, or be or have been pregnant.
3. Contestant shall submit a copy of her Birth Certificate.
4. Contestant may be asked to submit a Certificate of Health, signed by a physician. The purpose of said Certificate is to insure that Contestant’s health will not be endangered by any of the activities associated with the Local Finals.
5. Contestant understands that she shall not be charged an entry fee of any kind as a prerequisite to participation in the Local Finals.
6. Contestant agrees that she has not authorized, directly or indirectly, any person, firm or corporation the use of her name, photographs, pictures, or present or future title(s), in connection with an endorsement or advertisement of any commercial products and she is not under contract to any person, firm or corporation in respect to her present title nor has she made any commitments for the future nor has she any legal obligations or disabilities which would prevent her participation and appearance in the Local Finals, or compliance with the terms and conditions hereinafter set forth.
7. Contestant agrees that she will not permit the taking of any promotional pictures in a swimsuit during her participation in the Local Finals, or during her term as Cambria or Somerset County’s Outstanding Young Woman.
8. Contestant will participate in the series of events leading up to the final selection of Cambria or Somerset County’s Outstanding Young Woman, (hereinafter referred to as Local Representative) and abide and be bound by the rules and regulations governing the Local Finals and the awarding and supervision of Local Sponsor scholarships and other prizes. Participation in the Local Finals shall be understood to authorize Local Sponsor and anyone licensed by it to broadcast on radio or television, or take moving pictures of her singly or in a group, either in connection with the Local Finals or otherwise. Contestant also agrees to execute such releases, consents and other forms as shall be requested from her by Local Sponsor.
9. Contestant shall possess and display a talent. This talent may take the form of singing, dancing, playing a musical instrument; dramatic reading; art display, dress designing, or she may give a talk on a subject of her choice. It is expressly understood that should any contestant’s talent routine at the Local Finals exceed 120 seconds, such contestant is automatically disqualified from receiving any points in the Performing Arts category of said competition.
10. In consideration of this agreement being approved by Local Sponsor, Contestant agrees not to enter or allow herself to be entered in any other similar regional contest from the date hereof through and including the date of the Local Finals. What constitutes a “*Similar Regional Contest*” is at the sole discretion of the Local Sponsor Board of Directors. Their ruling is final. Contestant understands that scholarships and other awards have been provided by certain prominent firms or corporations and by Local Sponsor or its foundation, all subject to the rules and regulations of said firms, corporations, Local Sponsor and its foundation.
11. Contestant agrees that the time, manner and method of selecting the winners of the Local Finals and the awards and supervisor of Local Sponsor scholarships shall be within the sole discretion of the Directors of Local Sponsor, and that the decision of the persons designated to determine the winners of the various events in any and all matters pertaining to the selection of the winners shall be final.
12. Contestant understands and agrees that if she is selected as the County Representative, she will, from the date of such selection, until the date of the selection of the County Representative, cooperate, as her schedule permits, in participating in such events as may be requested of her by the local Sponsor. Participation shall be understood to include all public appearances requested of her by local Sponsor, including appearance and telecasts, radio broadcasts and moving pictures of all or any part of any events. During said period of time she will also permit her name, photographs, pictures, endorsement rights and title as County Representative or such other title as may be selected for her, to be used by local Sponsor to further its general goal of providing scholarships for deserving young women.

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1. Contestant agrees that if selected as County Representative she constitutes and appoints local Sponsor as her sole and exclusive agent of and in her behalf for the making of all press releases, statements to the press, contracts, engagements, theatrical, artistic or commercial endeavors during the period from the date of such selection until the date of the selection of the County Representative, inclusive, and said local Sponsor shall have sole and exclusive right to designate her traveling companion during said year.
2. Contestant understands that in the event that she is chosen County Representative,and has failed or shall hereafter fail to carry out and perform all the rules and regulations governing the conduct of County Representative, as set forth in this agreement, then at the option of local Sponsor she shall forfeit the right to the title of County Representative. In the event of such forfeiture the runner up shall assume the title of County Representative,but shall not be entitled to receive any greater amounts with respect to scholarship award than she received by virtue of being runner up.
3. In the event that contestant marries during the period between the date of the agreement and the selection of County Representative, she shall forfeit her right to participate in the County Finals, or if she is selected County Representative, and shall marry during the period between such selection, and the selection of County Representative, then the Board of Directors of Sponsor may, at its discretion and at its option, forfeit her title as County Representative.
4. Contestant understands that as a participant in the County Finals, or as the winner thereof, should she be so selected, it is expressly understood and agreed that all photographs, telecast, radio broadcasts and moving pictures made of her, either individually or as a group, shall become the property of local Sponsor, and the same may be used by it or anyone licensed or designated by it, for publicity, advertising, or any other proper use which is consistent with the goals of the local Sponsor.
5. Contestant understands that sponsor reserves the right, at its sole discretion, to reject any applicant, candidate, or contestant, provided that such rejection is not based on unlawful criteria including but not limited to race, color, religion, national origin, physical handicaps or disabilities, and the parties to this agreement do further stipulate and agree that the said local Sponsor reserves the right upon the occurrence of any misbehavior or behavior unbecoming of the Contestant, or County Representative, to, within its sole discretion, immediately rescind, cancel, revoke or otherwise terminate this Agreement..
6. Contestant understands that no oral or written statement in respect to her rights, privileges and responsibilities and those of sponsor be binding upon local Sponsor except as set forth in this agreement.

IN WITNESS WHEREOF, the Contestant has hereunto set her hand and seal this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_,

20\_\_\_\_\_.

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

 (Witness) (Signature of Contestant)

*We the undersigned, as parents and natural guardians (or the duly appointed, qualified and acting legal guardians) or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of the foregoing Contestant, on behalf of the said Contestant, and for ourselves do hereby consent and agree to all the terms and provisions of said Contestant’s Agreement. We agree in consideration of our daughter’s (ward’s) being admitted as a contestant in the Local Final to indemnify and hold harmless local Sponsor from any and all losses suffered, resulting or occurring as a result of the breach of any of the above terms or provisions and to guarantee the performances of said terms and provisions. We agree that we have not heretofore authorized, directly or indirectly, by person, firm or corporation the use of the name, photograph, picture, or present or future title, in connection with an endorsement or advertisement of any commercial product for or on behalf of our child, or ward, and we agree not to do so during the period between the date hereof and the selection of the next Outstanding Young Woman following the date hereof.*

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_\_.

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

 (Witness) (Signature of Parent or Guardian)

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 (Witness) (Signature of Parent or Guardian)

Approved and accepted at Johnstown, Pennsylvania, this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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