

# Contestant for

MISS \_\_\_\_\_ USA  
(Name of State)

## Contestant's Official Entry Form/Contract Rules, Regulations and Terms ("Agreement")

For Contestants for the State Pageant Preliminary to the 2009 MISS USA® Pageant

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 2009 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 Miss Universe L.P., LLLP, NBC Universal, Inc., NBC West, LLC and NBC Pageants, Inc. (collectively, "NBC"), Mr. Donald J. Trump, Trump Pageants, Inc. and The Trump Organization (collectively, "Trump"), each of their respective affiliates and others.

1. I represent and warrant as follows:
  - (a) I understand that in this Agreement, "Miss Universe" means Miss Universe L.P., LLLP; "you" or "Licensee" means \_\_\_\_\_, 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 Universe and Licensee; 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 Universe from time to time. I understand that you have no obligation to determine that I 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 Universe from time to time (although I understand that you alone, and not Miss Universe, 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 Universe will, in its sole judgment, determine who will serve as a contestant in the 2009 Miss USA Pageant and determine all eligibility issues for competition in the 2009 Miss USA Pageant, and I agree to abide by Miss Universe's determinations both as to myself and other 2009 Miss USA Pageant contestants. I further understand that if I am the winner of the State Pageant, Miss Universe's only obligation will be to accept me as a contestant in the 2009 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 2009 Miss USA Pageant. I further agree to accept the obligations I 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, and I am not currently pregnant.
  - (d) I am a naturally-born female, 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 2009 Miss USA Pageant.
  - (e) I satisfy at least one of the two following 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 six consecutive months immediately prior to the commencement of the State Pageant (although I may have attended school, college or university on a full-time basis elsewhere) and, if employed, I am employed in my State (although I may occasionally travel outside my State on behalf of my employer). "Permanent and primary residence" 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 two 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; (c) my resident tax return from the most recent tax year; (d) lease or deed

for a dwelling in my name (evidencing occupancy of dwelling for at least six months immediately prior to the commencement of the State Pageant); (e) employment documents in my name (Form W-4 and pay stubs only); (f) my current school records (e.g., transcript or report cards with my address); (g) telephone or utility bills in my name (both the current bill and a bill dating back at least six months immediately prior to the commencement of the State Pageant); and (h) bank or credit card statements in my name (both the current statement and a statement dating back at least six months immediately prior to the commencement of the State Pageant). I will maintain such residency through the State Pageant and, if I win the State Pageant, through the 2009 Miss USA 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.

- (2) I have resided in the State as a full time student at a school, college or university for one entire semester (excluding summer terms) immediately prior to the commencement of the State Pageant and I continue to reside in the State as a full time student at my school, college or university (although I may have spent or be spending the summer in another State). In order to establish my compliance with these residency requirements, I am attaching bona-fide copies of my current school records (e.g., transcript or report cards). 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 2009 Miss USA Pageant.

TRUE\_\_\_\_\_ FALSE\_\_\_\_\_

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

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

I understand that, unless you (in accordance with standards prescribed from time to time by Miss Universe) decide in your sole judgment to accept other documents that you consider satisfactory, 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.

- (f) The date of my birth is: \_\_\_\_\_ . I will be at least 18 and under 27 years of age on February 1, 2009. **I am attaching a photocopy of my birth certificate in order to establish that I satisfy this age requirement. If I was not born in the United States, I am also attaching a photocopy of my passport or naturalization papers establishing that I am a citizen of the United States.**
- (g) I have never been a contestant or delegate in a Miss USA Pageant or a Miss Universe Pageant. In addition, I have not competed, and will not compete, in any other state pageant (including any preliminary state pageant) preliminary to the 2009 Miss USA Pageant or in any state pageant (including any preliminary state pageant) preliminary to the 2009 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 Universe, I must resign that title immediately if I win my State Pageant. I understand that I will not be eligible to compete in the 2009 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 Universe may, in your and/or Miss Universe's sole judgment, terminate my reign as Miss (State) USA 2009 if I do not immediately resign my title in such other state or national pageant or competition system.
- (h) I agree that if I win my State Pageant, I will immediately sign the Contestant's Official Entry Form/Contract for the 2009 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 2009 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 2009 Miss USA Pageant shall govern unless otherwise provided. I understand that I will not be eligible to compete in the 2009 Miss USA Pageant unless and until I sign the Contestant's Official Entry Form/Contract for the 2009 Miss USA Pageant. If I do not sign the Contestant's Official Entry Form/Contract for the 2009 Miss USA Pageant, I understand that you or Miss Universe may, in your and/or Miss Universe's sole judgment, terminate my reign as Miss (State) USA 2009.
- (i) 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 Universe to participate or compete in the 2009 Miss USA Pageant or any events at the site of the 2009 Miss USA Pageant ("Host City") or elsewhere related to the 2009 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 2009 or succeed to the Miss USA 2009 title; and (ii) even if I do not become Miss USA 2009 or succeed to the Miss USA 2009 title, any such contract, agreement, use or endorsement by its terms is suspended and becomes temporarily void if I am required by Miss Universe to participate in the 2009 Miss USA Pageant or any events at the Host City or elsewhere related to the 2009 Miss USA Pageant.

I promise not to agree to any contract, use or endorsement that does not comply with the requirements of subparagraph 1 (i) (2) above. If I am required by Miss Universe to participate in the 2009 Miss USA Pageant or any events at the Host City or elsewhere related to the 2009 Miss USA Pageant, and if I win or succeed to the Miss USA 2009 title, at all times during the period during which I hold such title, I will comply with Miss Universe's sponsor arrangements (even if Miss Universe'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 Universe's sponsors relevant to the above commitments so long as Miss Universe has notified you about Miss Universe's sponsor(s) in question.

As of this date, I have not entered into, and, if I am required by Miss Universe to participate in the 2009 Miss USA Pageant, at any time prior to or during the 2009 Miss USA Pageant, or at any time during which I may hold the Miss USA 2009 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 2009 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):

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

- (j) 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 2009 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 2009 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.**

- (k) 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 Universe, NBC Universal, Inc., NBC West, LLC, Telemundo Network Group LLC ("Telemundo"), NBC Pageants, Inc., Mr. Donald J. Trump, Trump Pageants, Inc., The Trump Organization, Ernst & Young, or, any of the subsidiaries, affiliates or related companies of the foregoing (including, without limitation, the NBC Universal Television Studio, any NBC and/or Telemundo owned television stations, iVillage, CNBC, MSNBC, Bravo, Sci Fi, and USA).

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 \_\_\_\_\_

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 2009 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.

- (l) 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 2009 Miss USA Pageant.
- (m) I have NEVER appeared on any television contest, game or reality show or applied to be a contestant or participant on any television contest, game or reality show, and I have NEVER appeared, or agreed to appear, in any other television show or motion picture.

TRUE \_\_\_\_\_ FALSE \_\_\_\_\_

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

<u>Name of Show/Picture</u>	<u>Tape Date (if applicable)</u>	<u>Air Date (if applicable)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand that any such appearances or applications may affect my eligibility for the State Pageant and, if I win the State Pageant, the 2009 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.

- (n) 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 2009 Miss USA Pageant.
- 2. I understand and agree that you (in accordance with standards prescribed by Miss Universe 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 2009, and I understand and agree that, using your sole judgment (and applying standards for judging prescribed by Miss Universe 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 Universe 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 Universe and those Miss Universe authorizes shall have the exclusive right to (i) interview me, as many times and for such periods of time as Miss Universe requests in its sole judgment, and to videotape, film 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 Universe 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 personal journals or diaries (including, without limitation, video diaries, vlogs and blogs) I write or contribute to, 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 Universe. 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, cassettes, discs and other home video devices, radio, the Internet and other on line or computer-assisted media, and print media) as Miss Universe 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 Universe 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 Universe will own any so called "rental and lending rights" or similar rights.

- (b) Miss Universe and those Miss Universe 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 2009 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 Universe's business activities and the business activities of the networks, stations, sponsors and other exhibitors, assignees and licensees of the Material and/or the 2009 Miss USA Pageant (the "Business Activities") for any purpose, including, without limitation, for any commercial purpose whatsoever, including, but not limited to, product endorsement, related to the 2009 Miss USA Pageant and/or any of the Business Activities.

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 2009 Miss USA Pageant as and to the extent required by Miss Universe on such dates and at such locations as Miss Universe may designate in its sole judgment, and which dates and locations Miss Universe 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 Universe, the State Pageant, the Miss USA Pageant, the Miss USA Pageant system, Trump, NBC, 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 or images that may appear on any web site, such as MySpace or Facebook). If, from the date I sign this Agreement until the completion of the State Pageant, 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 engage in any activities in violation of this provision, then you or Miss Universe may, in your and/or Miss Universe's sole judgment, disqualify me from participating in the State Pageant and/or succeeding to the title Miss (State) USA 2009. If I am selected Miss (State) USA 2009 and during my reign knowledge of any such arrests, criminal charges or activities becomes known to you or Miss Universe, then you or

Miss Universe may, in your and/or Miss Universe's sole judgment, terminate my reign as Miss (State) USA 2009. Your and/or Miss Universe's decisions on all matters arising under this provision shall be conclusive.

- (c) To deal with both you and Miss Universe fairly and in good faith in the performance of my obligations under this Agreement.
  - (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 2009 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 keep punctually all appointments and appearances that 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 or web 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 2009 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 2009 titleholder, or the 2009 Miss USA Pageant without the prior written consent of you or Miss Universe.
    - (9) Not to compete in any other pageant or competition other than the 2009 Miss USA Pageant (and if selected as Miss USA 2009, the 2009 Miss Universe 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 2009 is under the sole control of Miss Universe and you, and I agree that, except as otherwise required or permitted by you or Miss Universe, I will not advertise or promote the State Pageant or my reign as Miss (State) USA 2009, receive or generate any monetary advantage from my reign as Miss (State) USA 2009, 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 2009, 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 television or radio programming, commercials or advertisements, print media, Internet/on-line 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 2009, the Miss (State) USA Pageant or the business affairs of you or Miss Universe. In addition, I shall consult with Miss Universe or you regarding any and all publicity in connection with the State Pageant or my reign as Miss (State) USA 2009, and I shall not consent to any publicity without the prior written approval of Miss Universe or, during my reign as Miss (State) USA 2009, you. I recognize that a breach by me of this provision would cause you and Miss Universe 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 Universe 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 Universe 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 Universe's attorneys' 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 Universe 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 2009; (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, (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 Universe will have the right in your and/or Miss Universe's sole judgment to take any action that you and/or Miss Universe deem appropriate, including, without limitation, terminating my reign as Miss (State) USA 2009, 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, 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 Universe or, during my reign as Miss (State) USA 2009, you.
- (e) I understand that if my reign as Miss (State) USA 2009 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 2009 for any reason, such termination or resignation shall not affect any of the rights I have assigned to you, Miss Universe or others in this Agreement or in any other agreement related to the State Pageant or my reign as Miss (State) USA 2009 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 2009, including, without limitation, Paragraphs 1, 3, 5 and 13 herein. In addition, if my reign as Miss (State) USA 2009 is terminated for any reason or if I resign my reign as Miss (State) USA 2009 for any reason, my Miss (State) USA 2009 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 Universe may make any public explanation or announcement you and/or Miss Universe choose regarding such action.
- (f) I understand and agree that my activities as Miss (State) USA 2009 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 2009, 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 Universe licensee in the State, any other individual or entity

who is then currently serving as a Miss Universe licensee in the State, as authorized and recognized by Miss Universe.

6. If the title Miss (State) USA 2009 becomes vacant and I succeed to the title, I agree to serve as Miss (State) USA 2009 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 2009 at the time of her selection.
7. I acknowledge Miss Universe's exclusive ownership and the validity of the trademarks and service marks "MISS UNIVERSE," "MISS TEEN UNIVERSE," "MISS USA," "MISS TEEN USA," and further acknowledge that the MISS UNIVERSE, MISS USA and MISS TEEN USA Pageants and the associated trademarks, trade names and service marks are the exclusive property of Miss Universe. All uses of these trademarks and service marks in connection with my activities will inure to the benefit of Miss Universe. I understand and agree that any good will attributable to my use of these trademarks and service marks vests exclusively in Miss Universe. I agree that I will not engage in any acts or omissions which may damage or otherwise affect Miss Universe's trademark and/or property rights or Miss Universe'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 Universe's trademarks and service marks, Miss Universe's rights to those trademarks and service marks, or Miss Universe's rights to use those trademarks and service marks. I will not at any time use, or allow others to use, any of Miss Universe'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 Universe's related companies or any names, logos, trademarks, trade names or service marks confusingly similar to any of Miss Universe'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 Universe or, during my reign as Miss (State) USA 2009 (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 Universe 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 Universe impose on me, or I breach any other agreement I have made or may make in connection with the State Pageant, you or Miss Universe may, in your and/or Miss Universe's sole judgment, take any action that you and/or Miss Universe 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 2009 (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 engaged in any activities that might bring myself, you, Miss Universe, the State Pageant, the Miss USA Pageant, the Miss USA Pageant system, Trump, NBC, 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 or images that may appear on any web site, such as MySpace or Facebook).

TRUE \_\_\_\_\_ FALSE \_\_\_\_\_

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

---

---

---

---

AN ANSWER OF "NO" 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 Universe 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 engaged in any activities in violation of this provision, then you or Miss Universe may, in your and/or Miss Universe's sole judgment, disqualify me from participating in the State Pageant and/or succeeding to the title Miss (State) USA 2009. 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 Universe, then you or Miss Universe shall have the right to terminate my reign as Miss (State) USA 2009. Your and/or Miss Universe'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 engage in any activities that might bring myself, you, Miss Universe, the State Pageant, the Miss USA Pageant, the Miss USA Pageant system, Trump, NBC, 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 Universe shall have the right to terminate my reign as Miss (State) USA 2009. 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 or images that may appear on any web site, such as MySpace or Facebook). Your and/or Miss Universe'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 Universe 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 Universe may make any public explanation or announcement you and/or Miss Universe choose regarding such action.
11. TO THE MAXIMUM EXTENT PERMITTED BY LAW, I IRREVOCABLY RELEASE YOU, MISS UNIVERSE L.P., LLLP, NBC UNIVERSAL, INC., NBC WEST, LLC, NBC PAGEANTS, INC., MR. DONALD J. TRUMP, TRUMP PAGEANTS, INC., THE TRUMP ORGANIZATION, EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, 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) ARISING OUT OF, RESULTING FROM, OR BY REASON OF THE CONTESTANT SELECTION PROCESS, YOUR FAILURE TO SELECT ME AS A CONTESTANT IN THE STATE PAGEANT, MY PARTICIPATION IN OR IN CONNECTION WITH THE STATE PAGEANT, INCLUDING, WITHOUT LIMITATION, ANY TRAVEL I 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". I 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.

12. I irrevocably authorize you, Miss Universe 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 Universe and/or those you and/or Miss Universe 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 Universe and those you and/or Miss Universe authorize pursuant to this provision or otherwise may be used for any purpose designated by you and/or Miss Universe in your and/or Miss Universe'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.
13. I understand and agree that all publicity in connection with the State Pageant is under the sole control of Miss Universe and you, and that, except as otherwise required or permitted by Miss Universe or, until the succeeding year's state pageant in the State, you, I will not advertise or promote my participation in the State Pageant, 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 television or radio programming, commercials or advertisements, print media, Internet/on-line 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 business affairs of you or Miss Universe. In addition, I shall consult with Miss Universe 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 Universe 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 Universe 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 Universe 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 Universe 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 Universe's attorneys' 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 Universe in writing. In no event will I have the right to terminate my confidentiality obligations under this Agreement

14. I agree that you and/or Miss Universe 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.
15. 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 Universe's express written consent, which Miss Universe may withhold for any or no reason.
16. 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 2009 Miss USA Pageant.
17. The expiration, termination, cancellation or breach of this Agreement on whatever grounds and by whomever effected shall not affect any of your and Miss Universe's rights under this Agreement, according to the terms and conditions of this Agreement.
18. 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.
19. 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 Universe, 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[h] above).
20. Miss Universe is not a party to this Agreement. However, Miss Universe 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.

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 Contestant)

\_\_\_\_\_  
(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 of Licensee)

---

(Licensee Name - Please Print)

---

(Date)