



**Ms. Colorado Senior America Pageant, Inc.
Contestant Agreement 2017**



This Agreement is by and between **MS. COLORADO SENIOR AMERICA PAGEANT, INC.**, hereinafter referred to as the "Pageant" and (Contestant Name): _____ of (City): _____ Colorado (hereinafter referred to as "Contestant"), who is a Contestant in the 2017 Ms. Colorado Senior America (MCSA) Pageant.

The Pageant is a 501(c)(3) non-profit corporation formed to administer, operate and manage the MCSA Pageant and other activities both bettering the lives of America's seniors and allowing them opportunities to showcase their talents to improve the lives of others. The Contestant desires to participate in the MCSA Pageant and Cameo Club activities. Thus, the Contestant and the Pageant do hereby agree as follows:

Article One
RESIDENCE AND CHARACTER

The Contestant hereby represents that:

- a. she is a citizen of the United States of America; that she lives in the State of Colorado for at least six months;
- b. she was 60 years or older at the time of the 2017 MCSA Pageant;
- c. she is of a good moral character, and has never been charged with or convicted of any crime involving moral turpitude, does not have any criminal charges pending against her at this time; nor has had any nude photographs of her either published or on line;
- d. she agrees to abide by all of the rules of the MCSA Pageant now in effect or announced hereafter, and agrees that the time, manner and method of judging shall be solely within the discretion of the judges and that the decision of the judges will be final and non-appealable;
- e. she understands that the Pageant is operated by a non-profit charitable organization, and is under no duty to arrange bookings that would result in monetary gain to her, and does not enter with expectation of profit or monetary gain;
- f. she has never been crowned MCSA Queen in the past, nor at any time been recognized as being a Colorado State winner before;
- g. she has not heretofore endorsed or contracted to endorse any product competitive to products sold by sponsors of the MCSA Pageant;
- h. she has not heretofore authorized any person, firm or corporation, other than MCSA to use her name, photograph, picture or present or future title in connection with any endorsement or advertisement of any commercial product or service without first having received permission in writing from the MCSA;
- i. She is not under any contract to any person firm or corporation, nor has she made any commitments or legal obligations for the future that would prevent her appearance or participation in Pageant-related events or other compliance with the terms and conditions set forth.

Article Two
AGREEMENT TO PARTICIPATE

In entering the Pageant, the Contestant agrees that:

- a. she will display in a maximum of 2 minutes and 45 seconds a talent presentation suitable for viewing by a family audience;
- b. she will recite in no more than 35 seconds her "Philosophy of Life" in language suitable for a family audience;
- c. she is in good health and can to the best of knowledge, participate fully and without limitation in Pageant activities;
- d. she will participate in and promote events associated with the MCSA Pageant, and abide by and be bound by the rules and regulations governing the MCSA Pageant and the awarding and supervision of the MCSA title.

In the event that the Contestant is crowned Ms. Colorado Senior America, she agrees:

- a. to participate in and promote events associated with the MCSA Pageant;
- b. to appear in as many MCSA-sponsored showcases as possible;
- c. that during the term of her reign as MCSA she will become a contestant in the National Ms. Senior America Pageant;
- d. to appear at the following year's MCSA Pageant in order to crown her successor;
- e. to represent the State of Colorado with honor and dignity.

Article Three
PUBLICITY AND PUBLIC APPEARANCES

The Contestant agrees that her appearance in telecasts, radio broadcasts, video tapes, motion pictures, publicity pictures, or other media, of all or any part of the events connected with the MCSA Pageant, or those taken of her in the event that she is crowned MCSA, may be used by the Pageant, and its agents or any others duly appointed by it to use such media. All photographs, videotapes and/or film or motion pictures or recordings or reproductions made of the Contestant, as Contestant or as MCSA, either individually, or as a member of a group, in connection with Pageant activities, shall be the property of the Pageant, and may be used by for publicity, advertising or any other proper use.

Article Four
AWARDS TO THE WINNER

The Contestant agrees that awards or prizes may be provided by the Pageant and/or its sponsors, and agrees that at no time that she might hold the title of MCSA, will she endorse or permit her name or likeness to be used in connection with endorsement or advertisement of any product or products competitive to any of the products or the companies contributing to the MCSA Pageant, without prior written permission of the MCSAP, which consent shall not be unreasonably withheld.

Article Five
TERMINATION OF THE TITLE

The Contestant agrees that failure to perform the agreements contained herein shall permit the MCSAP Executive Board to terminate her title. In such event, she agrees to immediately return the MCSA Crown and Banner at the request of the MCSAP Executive Board.

Article Six
CONTRACTS AND AGREEMENTS

The Contestant agrees that the Pageant may make certain commitments for the crowned MCSA's personal appearances besides the National Ms. Senior America Pageant. Such commitments shall be binding upon MCSA and she shall do her utmost to fulfill such commitments.

Article Seven
LIABILITY AND INDEMNITY

The Contestant hereby releases the Pageant, and agrees to hold harmless and indemnify the Pageant, its officers, judges, employees, volunteers and any other person, firm, individual or corporation charged or chargeable with responsibility or liability, its successors or assigns from an against any and all claims, demands, damages, injuries, loss of services, acts and causes of action based upon, arising out of, or in any way related to the operation of the Ms. Colorado Senior America Pageant and/or related and subsequent Pageant activities, including without limitation, Cameo Club activities, and any and all other operations of MCSA Pageant.

Article Eight
FUNDS AND PRIZES FOR WINNER

The Pageant acknowledges that MCSA may also solicit funds under her own letterhead for use toward her expenses, but all checks will be made out in the name of the Pageant and the funds turned over to the Cameo Treasurer, who shall set aid funds aside for her travel at the request of the Pageant. If MCSA forfeits her crown and title for any reason, any monies left in the fund will remain the property of the MCSA Pageant.

Article Nine
FAILURE TO SERVE FULL TERM

The Contestant agrees that if she is crowned Ms. Colorado Senior America, but for any reason, is unable to fulfill the duties of her office, she will submit her resignation in writing to the Executive Board; and the first available runner-up shall succeed her for the balance of the term. Failure to resign or fulfill the duties of the office may cause the MCSA Executive Board to terminate her title.

Article Ten
ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the parties stated herein and there are no other covenants, promises or agreements, representations or other agreements, oral or written, which modify or vary the terms or conditions of this agreement.

Article Eleven
AGREEMENT SEVERABLE

The paragraphs of this agreement are severable, and in the event any paragraph or portion of the agreement is declared illegal or unenforceable, the remainder of the agreement shall remain effective and binding on the parties. No waiver of any breach or any of the covenants, agreements or provisions herein contained shall be construed as a waiver of any subsequent breach of the same of any other covenant or provision.

Article Twelve
CHOICE OF LAW

This Agreement shall be construed in accordance with the laws of the State of Colorado.

In Witness Whereof, we have signed this Agreement on the day and year as written below:

Contestant Signature

Date

Shari Ortiz, President
Ms. Colorado Senior America Pageant, Inc.

Date

******Official MCSA Pageant Contestant Application and Agreement must be completed signed, and submitted by or before March 1, 2017******

Disclosure: If your application is not accepted by the 2017 Ms. Colorado Senior America Pageant, the entry fee will be fully refunded. The MCSAP reserves the right to deny an application and refund the entry fee at their discretion at any time prior to the beginning of the Pageant and remove the Applicant from participation in the Pageant.