**Ms. Colorado Senior America Pageant LLC.**

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**Contestant Agreement**

**Recruitment will be open until the required number of**

**contestants are received and no later than March 9, 2024**

This Agreement is by and between **MS. COLORADO SENIOR AMERICA PAGEANT LLC,** hereinafter referred to as the "Pageant" and the undersigned Contestant (hereinafter referred to as "Contestant"), who is a Contestant in the 2024 Ms. Colorado Senior America (MCSA) Pageant held on April 27, 2024.

The Pageant is a 501(c)(3) non-profit corporation formed to administer, operate, and manage the Ms. Colorado Senior America Pageant (MCSAP), its Colorado Club, and its activities to better the lives of America's senior women and to allow them opportunities to showcase their talents to improve the lives of others. The Contestant desires to participate in the MCSA Pageant and Colorado Club activities. Thus, the Contestant and the Pageant do hereby agree as follows:

**Article One**

**RESIDENCE AND CHARACTER**

The Contestant(she) hereby represents that:

a. she is a citizen of the United States of America and provides proof of ties to Colorado by Colo. Driver’s License or Colorado residency of at least 6 months. (Policy 500.20);

b. she is 60 years or older at the time of the April 27, 2024 Pageant for Queen 2024.

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;

d. she agrees to abide by all 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 MCSAP is under no duty to arrange bookings that would result in monetary gain to her, and contestant does not enter with expectation of profit or monetary gain;

f. she has never been crowned MCSA Queen in the past 5 years or is currently a Title Holder of another pageant on pageant date;

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;

j. she will provide a copy of her current US Passport, or driver’s license, which will provide information to evidence her age, residence, and gender;

k. she presently appears in no nude photos on the world wide web or other internet accessible media and will not do so at any time as a Contestant or Title Holder.

**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, which does not include fire, animals, aerial acts, large props, or other components typically considered dangerous or other people (except service dogs for the blind or an accompanist);

b. she will recite in no more than 35 seconds her "Philosophy of Life" in language suitable for a family audience;

c. she will participate in an evening gown competition and a private interview with Pageant Judges;

d. she is in good health and can, to the best of her knowledge, participate fully and without limitation in Pageant activities and is aware that there may be allergenic conditions during said activities, such as hair spray, perfume, etc. common in the indoor environment;

e. 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;

f. she understands decision of the judges will be final and non-appealable and judging results will not be released to any of the contestants;

g. will not be in the company of, call, text, approach, or contact in any way the Judges of the MCSAP before, during, or after the competition and will also instruct their family, friends or representatives to accept this request;

h. she will conduct herself with dignity, grace, and good manners with respect and honor to all contestants and to the MCSAP staff;

i. she will cooperate fully with the Pageant staff;

j. she will report immediately to the Pageant Administrator any issue, problem, complaint, or concern and will not go outside of the organization.

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/ Colorado Club;

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 and will not compete in any other pageant outside of Ms. Senior America during her reign;

d. to appear at the following year's MCSA Pageant to crown her successor;

e. will work with the Colorado State Pageant Administrator and the Publicity Mgr. to promote the Colorado Pageant, Colorado Club, and Senior America;

f. will not promote or be involved with **any fundraising or sponsorship** for herself using the MCSA Title, or accept any gifts from companies without MCSA approval;

g. will never smoke or be intoxicated while wearing the crown and banner;

h. will not engage in conduct that will bring adverse criticism to the organization;

i. to represent the State of Colorado and her title with grace, dignity, and honor;

j. contestant understands if crowned, her year includes the year of crowning, and up to the time of her successor unless the pageant year changes or if an unforeseen event happens (example Covid), then MSCA Executive will have final decision on her reign;

k. the reigning Title Holder may be referred to as title only, but hereafter, the Title Holder shall not use her title without including the year of the crowning, or misrepresent or hold herself out in any other manner as the reigning Title Holder;

l. only the current reigning Queen is allowed to wear the crystal crown (clear crown)- refer to crown protocol -Policy 300.60.

**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 if 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. The Pageant refrains from political involvements, and this means that as a title holder or club member you are not permitted photos with political candidates with crowns and banners as opposed to office holders. Just leave your crown and banners home if you choose to attend a campaign event in your private life.

**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. Any taxes are the responsibility of the recipient.

**Article Five**

**TERMINATION OF THE TITLE**

Th Contestant agrees that failure to perform the agreements contained herein shall permit the MCSAP Executive Board to terminate her title and bar her from the possession of any major prizes awarded to her, if any. In such event, she agrees to immediately return any such prizes upon request along with the MCSA Crown and Banner at the request of the MCSA 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. In the event she is unable to fulfill such duties, the MCSAP Executive Board reserves the right to substitute a Runner-Up or Past Queen or appropriate ladies to fulfill the commitment.

**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, Colorado Club activities, and any and all other operations of MCSA Pageant.

**Article Eight**

**FUNDS AND PRIZES FOR WINNER**

Senior America is neither a commercial pageant nor a scholarship competition; our winners, on both State and National levels, are known more for what they give than what they get. Our contestants should not enter with the expectation of monetary gain and in fact our National Queens do not receive cash prizes. 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 Colorado Club Treasurer, who shall set aid funds aside for her travel at the request of the Pageant. **Solicitation of companies must be approved by MCSA**. 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**

**PROPER ETIQUETTE/GOOD SPORTSMANSHIP**

1. Contestants are not allowed to contact the theater or their staff. Your Pageant Administrator will be your point person for your questions.
2. All judging is performed solely by appointed judges. Contestants shall not approach the Judges, Pageant Staff, or Club Members concerning scores. Any questions or grievances must be submitted to the State Administrator.
3. After the top finalists are announced, ALL remaining contestants are to stay in the theater for pictures (instructions will be given).
4. If a contestant is not a finalist, please remember that we are “Ladies of Elegance”, and good sportsmanship is one of the highest qualities we display. Showing dissatisfaction in front of the other contestants, the staff, or the audience is not our “Mission Statement, and will not be tolerated.
5. Any contestant that displays negative behavior or besmirches the integrity of the Pageant or to their fellow contestants, the Pageant Staff, Judges, Theater Staff, or our Sponsors in anyway, during training, during rehearsal, or at the event will be asked to leave and may be subject to legal action.

**Article Eleven**

**ENTIRE AGREEMENT**

This instrument constitutes the entre 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 Twelve**

**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, by and between the Ms. Colorado Senior America Pageant LLC, and the Contestant whose information is provided on page 6 below.

*(Please print or type)*

**Full name as shown on driver's License**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Nickname or name you wish to use in the Pageant**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date of birth**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Current address** *(street address, city, state, and zip)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Home phone**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Cell phone**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email Address** *(you MUST have an email address to use for contact. If you do not have a personal email address, please provide an address of a friend or family member who would be willing to accept email for you and get you the information in a timely manner).*

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

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***Contestant Signature Date***

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***Rene’ Green, Colorado State Pageant Administrator Date***

***Ms. Colorado Senior America Pageant LLC.***

***\*\*\*Official MCSA Pageant Contestant Application and Agreement must be completed, fee paid,***

***signed, and submitted on or before March 9, 2024, or when we reach the required contestant limit.***

***The Contestant understands that April could bring snow and weather issues, however the Pageant will go on unless there is a call for a natural disaster or called by the Executive Board due to the health and safety of the contestants and all involved (example – Covid).***

***Disclosure: If your application is not accepted for the April 2024 Ms. Colorado Senior America Pageant (Queen title for Queen 2024), 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. The Contestant has the right to withdrawal prior to the first rehearsal and their fee will be refunded. After the first rehearsal their fee will not be refunded. MCSAP also reserves the right to remove any contestant from participating in the pageant at any time due to falsification of any of this information or for not abiding by this agreement.***