

**MISS AMERICA'S OUTSTANDING TEEN
2008 STATE & LOCAL CONTESTANT CONTRACT
THE MISS GEORGIA PAGEANT CORPORATION**

**Application and Contract for Participation in the
MISS GEORGIA OUTSTANDING TEEN COMPETITION**

Contestant: _____

Section 1: Introduction

- 1.1.** The Miss Georgia Pageant Corporation is a non-profit corporation organized under the laws of the State of Georgia (hereinafter, in conjunction with its operation and conduct of the Miss Georgia Outstanding Teen Competition, referred to as "The Miss Georgia Outstanding Teen Organization"). The Miss Georgia Outstanding Teen Organization has operated a program offering scholarship assistance and volunteer opportunities for teens within the State of Georgia. The Miss Georgia Outstanding Teen Organization and Miss America's Outstanding Teen Organization ("MAOT") have made substantial investments in, and have developed a valuable identity for, the unique symbols and elements of the Program that have achieved national and even international recognition and approval. These elements include but are not limited to (1) providing educational assistance in the form of scholarships to young women who have not yet begun to assume the responsibilities of family life and are interested in career and educational advancement; (2) recognizing and honoring the traits of honesty, good character, talent, poise, intellect, leadership and good judgment in the teens of America who enter the competition (the "Contestants"); and (3) enabling the Contestants to serve as role models for other teens with similar goals and personal characteristics.
- 1.2.** The Miss Georgia Outstanding Teen Organization intends to conduct a competition for the title "Miss Georgia's Outstanding Teen 2008," to be held in Columbus, Georgia on June 25 - 28, 2008. The competition is critically important and the single most visible and widely recognized element of the Program. The competition is conducted in a fashion that is designed to combine a respect for the traditional and historic foundations of the Program with recognition of the perceived modern tastes and values of the American people.
- 1.3.** The winner of the competition shall be designated "Miss Georgia's Outstanding Teen, 2008," and shall be entitled to that title until her successor is named at the competition in June, 2009. During this period (the "Year of Service"), Miss Georgia's Outstanding Teen 2008 shall be required to engage in travel and participate in personal appearances throughout the State. These activities are designed, scheduled, arranged and supervised by The Miss Georgia Outstanding Teen Organization in order to reflect the values and standards of the Program and to enhance its visibility and maintain its broad public acceptance. The Miss Georgia Outstanding Teen Organization has also developed detailed procedures and requirements that govern the activities and conduct of Miss Georgia's Outstanding Teen 2008 during her Year

of Service. All of these procedures, standards and requirements are intended to protect and enhance the substantial public acceptance of the Program among the American people, and to assure that the Program will continue to be able to operate for the benefit of the thousands of teens who will be seeking to participate in the Program in future years.

1.4. In seeking to participate in the competition, each Contestant must understand and accept the requirements of the Program, including the rules for the contestants and the guidelines and limitations that will be applicable to her activities during her Year of Service if she is selected as Miss Georgia's Outstanding Teen 2008. In addition, each Contestant must understand and accept that the Miss Georgia Outstanding Teen Organization's approval of the Contestant's participation in the competition and, if selected, service as Miss Georgia's Outstanding Teen will be specifically based upon the representations and agreements in this Application and Contract and its attachments and the continued compliance with all of the regulations of the Program. In such regard, I acknowledge that my ability to compete in the pageant shall be subject to review at each level of competition that I enter and that the determination of my eligibility to compete in the competition shall not in and of itself be the basis of my eligibility to compete in the Local, State and/or National Finals.

1.5. *Therefore, by signing this Application and Contract and submitting it to the Miss Georgia Outstanding Teen Organization for approval, the Contestant represents and agrees that (1) all facts and representations contained in this Application and Contract and its attachments are true and accurate; (2) the Contestant agrees to abide by all rules and regulations of the Miss Georgia Outstanding Teen Organization described in this Application and Contract and its attachments, in the period before and during the competition, and if selected as Miss Georgia's Outstanding Teen, during the Year of Service; and (3) the Contestant meets each requirement for eligibility set forth in Section 2 of this Contract; and (4) the Miss Georgia Outstanding Teen Organization shall have the sole discretion to determine whether, in its judgment, the Contestant may continue to participate in the Miss Georgia Outstanding Teen Program, in the event that the Miss Georgia Outstanding Teen Organization determines that any statement or representation by the Contestant is not true and accurate or that any action by the contestant is inconsistent with the rules and regulations of the Program.*

Section 2: Eligibility of Contestant to Participate in the Miss Georgia Outstanding Teen Program

2.1. **Selection as a Contestant.** In order to be eligible to compete in the National Finals, I hereby certify that I have never before competed in any National Finals of the Miss America's Outstanding Teen ("MAOT") Program.

2.2. **Age.** I am currently ____ years of age. I was born on _____, 19____. I understand that, in order to be eligible to compete in the MAOT National Finals, I must comply with the following:

- I must be at least thirteen (13) years of age on the first day of the Local competition leading to the state finals

- I may be no older than 17 years of age as of August 31, 2008.
- Must not be eligible to compete on the Miss Level in the Miss America Program at any point during the current Pageant Year.

(See Section 2.2.2, Miss America Contract)

(A copy of my birth certificate is included with Attachment A, the Supplemental Fact Sheet.)

Age Rules to Compete in a 2008 MAOT Pageant

Age as of August 31, 2008	Age as of the First Day of the 2008 Local Pageant	Age as of the First Day of the 2008 State Pageant in States that Allow At-Large Contestants	Eligible to Compete on the Miss Level in Point During the Current Pageant Year (1)	Eligible to compete in 2008 Teen Locals, 2008 Teen States, and in the 2009 Miss America's Outstanding Teen Pageant (Finals in August 2008)
13 - 17	13 - 17	13 - 17	No	Yes
13 - 17	13 - 17	13-17	Yes	No
Over 17	13 - 17	13 - 17	No	No
Over 17	13 - 17	13 - 17	Yes	No

Must not be eligible to compete on the Miss level in the Miss America Program at any point during the current Pageant Year. (For example, if a contestant turns 17 years of age on the last day that a local Miss pageant is being held in her state, and will be graduating in the Spring...and she chooses to not compete or is unable to compete in that competition for any reason other than eligibility, then she is still “eligible” to compete on the Miss level and is therefore ***ineligible*** to compete in the Miss America’s Outstanding Teen Program).

2.3. Residence. I understand that, in order to compete in the local or state pageant in anticipation of this year’s National Finals, I must reside in; be enrolled in and attending classes on a full-time basis at an accredited public, private or home-schooling program, the state in which I intend to represent in the National Finals:

2.3.1. If I am claiming eligibility to compete in the Miss Georgia’s Outstanding Teen Organization based upon my residence in the state in which I competed, I must have been a resident of that state for at least six (6) months prior to the first local or state competition that I entered in that state. I currently reside at _____ in the _____ of _____, State of Georgia. I have resided at this address since _____. I have included with Attachment A, the Supplemental Fact Sheet, proof of this residency in the form of _____ (parent’s / guardians driver license, automobile registration, current lease, or other official document establishing residency). If my residency at this location was established within six (6) months preceding the local or state competition in which I competed, my last previous residence was at _____

_____ in the _____ of _____, State of Georgia. I lived at that address from _____, _____ (date) to _____, _____. I agree to provide the Miss _____ Outstanding Teen Organization with any additional information or documents that may be required to determine my residency in the state in which I competed, if my residence is relevant to my eligibility.

2.3.2. I am currently enrolled at _____ School in _____, State of Georgia, where I am presently attending classes in _____ accredited courses. I represent and warrant that I am considered a “full time student” by the school that I attend and that I am physically attending classes in the state in which I intend to compete. I have attached to the Supplemental Fact Sheet a copy of a registration form from the school that shows this enrollment.

2.3.3 I am currently home schooled in the State of Georgia. I am ranked in the grade according to my home school certification. I have attached documentation showing my state’s current requirements concerning home schooling.

2.4. **Citizenship.** I am a citizen of the United States of America.

2.5. **Education.** In order to be eligible to compete in the Miss Georgia Outstanding Teen Competition, I must be enrolled in an accredited public, private or home schooling program with passing scores in academic and citizenship grades. (Passing scores are determined by the state accreditation score.)

2.6 **Personal Characteristics.** I understand that in order to be eligible to compete in the Miss Georgia Outstanding Teen Competition, I hereby certify to the Personal Characteristics set forth in this section:

2.6.1 **Gender.** I am and I have always been a female.

2.6.2. **Marital Status.** I am not now and I have never been married.

2.6.3 **Parental Status.** I am not now pregnant, and I have never been pregnant. I am not the adoptive parent of any child.

2.6.4 **Good Character.** I am of good moral character and I have not been involved at any time in any act of moral turpitude.

2.6.5 **Criminal Record.** Other than minor or petty offenses, I have never been convicted of any criminal offense and there are no criminal charges presently pending against me. I understand that I may make an appeal to MAOT if criminal offenses/charges pending against me in my state are considered minor or petty offenses in another state. The appeal must be presented to MAOT through legal counsel.

- 2.6.6 **Prior Conduct.** I have never performed any act or engaged in any activity or employment that is or could reasonably be characterized as dishonest, immoral, or indecent.
- 2.6.7 **Health.** I am in good health and can, to the best of my knowledge, participate fully in any Program activities.
- 2.6.8 **Substance Abuse.** I do not use or consume any illegal controlled dangerous substances or abuse the use of alcohol or other dangerous substances.

2.7 Contractual and Other Obligations.

- 2.7.1 **Prior Contractual Commitments.** Within the three (3) months before my participation in the first local or State competition in which I competed this year, and since that participation, I have not authorized any person, firm or corporation to use my name, photograph, picture, or present or future title that I hold or may hold, in connection with an endorsement to advertise any commercial product. I am not a party to any contract with any person, firm or corporation in respect to any present title that I hold or may hold, nor have I made any commitments for the future regarding any such titles. I do not have any legal obligations that would prevent or limit my participation and appearances in the Miss Georgia Outstanding Teen Competition, any other Local Competition, State Competition, the National Finals of Miss America’s Outstanding Teen Pageant or, if selected as Miss Georgia’s Outstanding Teen or Miss America’s Outstanding Teen, in the Year of Service, or my compliance with the rules, regulations and conditions of the Program.
- 2.7.2 **Other Competitions.** If I win as Miss Georgia’s Outstanding Teen but do not win at the National Finals, I will continue to hold the title of Miss Georgia’s Outstanding Teen until my successor is selected or appointed. I agree that, during my service in that role and until after the scheduled completion of the full term of the position of Miss Georgia’s Outstanding Teen for which I was selected, I will not associate in any way with, promote, or become a contestant or participant in any other national or international competition or preliminary competition of a similar nature to the Miss America’s Outstanding Teen Program. I also represent that, since I received my local title of Miss _____ Outstanding Teen in competition for the title of Miss Georgia’s Outstanding Teen, I have not been a contestant or participant in any other national or international competition or preliminary competition of a similar nature to the Miss America’s Outstanding Teen Program.
- 2.7.3 **Use of the Miss Georgia Outstanding Teen Organization or MAOT Titles, Words and Symbols.** After the conclusion of my Year of Service, if I am advised by the Miss Georgia Outstanding Teen Organization or MAOT that, in its sole and exclusive judgment, my use of any of the titles, words or symbols associated with the Miss Georgia Outstanding Teen Organization, MAOT and the Program has caused or is reasonably likely to cause harm, I agree to discontinue any such use immediately. I

understand and agree that the judgment of the Miss Georgia Outstanding Teen Organization or MAOT shall be final and binding.

2.7.4 ***Attorney Review of Application and Contract.*** I have been given a sufficient opportunity to review this Application and Contract and its attachments, including the Supplemental Fact Sheet (Attachment A); Emergency Information Form (Attachment B); the Scholarship Rules and Regulations (Attachment C) and any other attachments identified by the Miss Georgia Outstanding Teen Organization. I have also had the opportunity to consult with an attorney of my own choosing to give me legal advice with regard to this Application and Contract. () I have consulted an attorney about this Application and Contract or () I have decided that I do not need to consult with an attorney (check applicable choice). ***I understand that this Application and Contract is a legal document and that if I sign and submit it to the Miss Georgia's Outstanding Teen Organization and it is accepted, it will create legal obligations that will be binding on me. I agree to be bound by this Application and Contract and its attachments.***

2.7.5 ***Changes in Circumstances. I understand and agree that if, at any time after I file this Application and Contract with the Miss Georgia Outstanding Teen Organization, whether before or during the competition, or, if I am selected as Miss Georgia's Outstanding Teen, during my Year of Service, any of the facts stated in this Application and Contract or its attachments should change, I have the obligation to report any such change in writing immediately to the Miss Georgia Outstanding Teen Organization. I also understand that if I fail to do so, the Miss _____ Outstanding Teen Organization may, in its sole discretion, determine to limit or prevent my participation in Miss Georgia's Outstanding Teen Competition or to terminate my Year of Service as Miss Georgia's Outstanding Teen.***

Section 3: Personal and Professional Background Information

3.1. ***Medical Information*** (complete Attachment B - Emergency Information Form).

3.1.1. ***Current Medical Condition.*** (Check as applicable) () I do not presently suffer from any illness, disease or disability that could limit my participation and the required responsibilities and obligations of Miss Georgia's Outstanding Teen.

() At the present time, I am receiving treatment or medication for the condition described in Attachment B – Emergency Information Form.

() I am not receiving treatment or medication for this condition.

I () do () do not expect to be taking medication or to be receiving treatment for this condition during the competition or, if selected as Miss Georgia's Outstanding Teen, during my Year of Service.

3.1.2. **Current Medication.** (check as applicable)

(___) I am not currently taking regular medication other than over-the-counter medication. (Any over-the-counter medication must be listed on Attachment B – Emergency Information Form)

(___) I am currently taking medication on a regular basis as prescribed by my doctor. (Listed on Attachment B – Emergency Information Form)

(___) I take vitamins and/or supplements. (Listed on Attachment B – Emergency Information Form)

Section 4: Participation in the Miss

Outstanding Teen Competition

- 4.1. Participation in Competition.** I agree to participate in the series of events and appearances leading up to the final selection of the Miss Georgia's Outstanding Teen Program. These events shall commence and be scheduled on dates to be determined by the Miss Georgia Outstanding Teen Organization. I will be bound by the rules and regulations governing the Miss Georgia's Outstanding Teen Organization and the procedures for the awarding and supervision of all scholarships described in Attachment C. My participation in the competition shall include all public appearances required of me by the Miss Georgia Outstanding Teen Organization including, but not limited to, television and radio broadcasts, personal appearances, interviews, still photo sessions, and video and audio taping or filming of all or any part of the events associated with the competition.
- 4.2. Conduct of the Competition.** I understand and agree that the Miss Georgia Outstanding Teen Organization shall determine the manner and method of conducting the competition in its sole discretion. I further understand and agree that the Miss Georgia Outstanding Teen Organization shall also determine the time, method and manner of judging the competition and the awarding and supervision of all scholarships in its sole discretion. The decision of the persons designated by the Miss Georgia Outstanding Teen Organization to judge the various events in any and all matters pertaining to the selection of the winners shall be final in all respects.
- 4.3. Televising and Sponsorship of Competition.** I understand that the Miss Georgia Outstanding Teen Organization makes no representations to me that the competition will be televised or broadcast on either a live or tape-delay basis, or that the competition will be sponsored by one or more sponsors, or that I will be personally or individually involved in any specific appearance in any broadcast.
- 4.4. Permanent License of Publication Rights.** I hereby authorize the Miss Georgia Outstanding Teen Organization any anyone duly licensed or authorized by the Miss Georgia Outstanding Teen Organization to (1) televise, photograph, broadcast and/or make radio, television, video and audio tapes or motion picture recordings of me individually or in a group; (2) use or re-use such photographs, recordings, video tapes, audio tapes and/or motion picture films in all media throughout the world in perpetuity; and (3) use my name, likeness and/or physical

depiction for any purpose in perpetuity, in an unedited or edited manner or fashion as the Miss Georgia's Outstanding Teen Organization, in its sole discretion, shall determine. This authorization shall also include the use of all such photographs, recordings, videotapes, audiotapes and/or motion picture films made during my Year of Service, if I am selected as Miss Georgia's Outstanding Teen.

- 4.5. *The Miss Georgia Outstanding Teen Organization Ownership of Rights.*** I understand and agree that all photographs, tapes and films made of me for trade, advertising and any other purpose or purposes as a participant in the competition, and any use of my name, likeness and/or physical depiction when identified with the Program, shall be the sole and exclusive property of the Miss Georgia Outstanding Teen Organization. I understand and agree that I shall have no claim or right to those photographs, tapes and films, not only during the period between and during the competition and, if I am selected as Miss Georgia's Outstanding Teen, during my Year of Service but in perpetuity thereafter. I understand and agree that this provision refers to and includes all photographs, tapes and films from any activities relating to the competition, including but not limited to interviews, rehearsals and publicity events, either individually or as a member of a group.
- 4.6. *Selection as Runner-Up.*** If I am selected at the competition as a runner-up for the title of Miss Georgia's Outstanding Teen, I agree to remain available to assume all of the rights, obligations and commitments of the Year of Service, as described in Section 5 of this Application and Contract, in the event that the Miss Georgia's Outstanding Teen Organization appoints me to do so by reason of the inability or ineligibility, during the Year of Service, of any Contestant who was selected as Miss Georgia's Outstanding Teen or as another runner-up.
- 4.7. *Change in Circumstances.*** I understand that if, at any time between the date of this Application and Contract and the completion of the competition, any facts concerning my eligibility to participate in the competition should change, including without limitation my citizenship, marital or parental status, good character and reputation or, if relevant to my eligibility, my residence, employment or educational status, the Miss Georgia Outstanding Teen Organization shall have the right, in its sole discretion, to determine that I am not eligible to participate in competition.

Section 5: Commitment for Service as "Miss Georgia's Outstanding Teen"

- 5.1. *Full-time Service as Miss Georgia's Outstanding Teen.*** If I am selected as "Miss Georgia's Outstanding Teen" at the competition, I will serve as "Miss Georgia's Outstanding Teen" during the Year of Service and until my successor is selected or appointed. The duties and obligations of my service as "Miss Georgia's Outstanding Teen" have been described to me and I understand and accept them. I agree that I will dedicate my efforts and energy during my Year of Service to the fulfillment of these duties and obligations, and that I will engage in no other business or other activities, other than school, that will in any way interfere with the duties and obligations of my Year of Service.

5.2. Availability for Appearances and Events. I agree to make myself available for such personal appearances, interviews, testimonials, endorsements, filming, tapings, photographic and recording sessions and other and various commitments and events related to my Year of Service that the Miss Georgia Outstanding Teen Organization has made and will make for me in its sole discretion. **In addition, I understand and agree to make myself available to the officials and representatives of the Miss Georgia Outstanding Teen Organization at all reasonable times from the time of my selection as Miss Georgia's Outstanding Teen 2008 until the time of the conduct of the Miss America's Outstanding Teen competition in order that I may adequately prepare to compete in the Miss America's Outstanding Teen competition, and that I will not plan any vacations or other trips or schooling or classes of any type or make any other commitments of my time during that time frame, except as specifically may be approved by the officials of the Miss Georgia Outstanding Teen Organization.**

5.3. Independent Contractor Status. I understand and agree that I am and will remain an independent contractor with respect to the Miss Georgia Outstanding Teen Organization and that I am not and will not become an employee of the Miss Georgia Outstanding Teen Organization during my Year of Service. The authority granted by this Application and Contract to the Miss Georgia Outstanding Teen Organization to act on my behalf is intended for the mutual convenience of the Miss Georgia Outstanding Teen Organization and myself and in order to provide an effective means of organizing my activities during my Year of Service, and not for the purpose of directing my performances or controlling my activities as if I were an employee of the Miss Georgia Outstanding Teen Organization.

5.4. Development of Platform. I understand and agree that an important element of the Program is the development of a central theme with impact and importance that can form the basis for my appearances and presentations (the "Platform"). I agree to work with the Miss Georgia Outstanding Teen Organization to select and pursue an appropriate Platform that will enable me and the Miss Georgia Outstanding Teen Organization to maximize the impact of my Year of Service and further the goals of these Programs by creating goodwill and recognition throughout the United States.

5.5. Appointment of the Miss Georgia Outstanding Teen Organization as Exclusive Agent and Representative. Commencing with my selection as Miss Georgia's Outstanding Teen and throughout my Year of Service and until my successor is selected or appointed, I irrevocably constitute and appoint the Miss Georgia Outstanding Teen Organization as my sole and exclusive agent, representative and attorney-in-fact with the authority to:

5.5.1. act for me and in my interests throughout the world for the making of all press releases or other public statements to the media;

5.5.2. sign, make, execute and deliver all contracts in my name in connection with my business or other affairs as Miss Georgia's Outstanding Teen during my Year of Service, whether they be contracts for my performance at theatrical, artistic or commercial engagements or other personal appearances, and undertake commitments in my name for the satisfaction of my obligations pursuant to those contracts;

- 5.5.3. sign, make, execute and deliver all contracts in my name in connection with any appearances or other obligations which are related to my service as Miss Georgia's Outstanding Teen which are to be fulfilled after the completion of my Year of Service, provided that I have consented in writing to the terms of such contracts;
 - 5.5.4. determine the appropriate compensation that I shall receive for appearances or other activities related to my Year of Service.
 - 5.5.5. collect and receive for and on my behalf all proceeds, monies or other compensation that is due or to become due to me by reason of any performance, service, appearance, engagement or contract;
 - 5.5.6. choose and designate my Tour Manager; and
 - 5.5.7. select the appropriate modes of public or private transportation for me and my tour managers, including the determination of the appropriate levels of travel service and the designation of the means of travel, such as fixed-wing or helicopter aircraft, rail, boat, ship, automobile, bus or van.
- 5.6. *Sponsorship Fees and Payments to the Miss Georgia Outstanding Teen Organization.*** I understand and agree that, in addition to the payments that the Miss Georgia Outstanding Teen Organization, as my exclusive agent and representative, negotiates and approves on my behalf for my compensation for my appearances and services, the Miss Georgia Outstanding Teen Organization may also contract for and receive sponsorship fees and other payments related to my appearances that will be paid directly to the Miss Georgia Outstanding Teen Organization. I understand and agree that I shall not be entitled to receive any portion of these fees or payments nor have the discretion to refuse any sponsor arrangements negotiated by the Miss Georgia Outstanding Teen Organization .
- 5.7. *Numbers of Appearances.*** I understand and agree that the Miss Georgia Outstanding Teen Organization has made and makes no representations to me as to the number or nature of the appearances that I may be asked to make or the amount of compensation that I will receive during my Year of Service.
- 5.8. *Prior Contracts.*** I understand that, prior to the competition, the Miss Georgia Outstanding Teen Organization will be required to enter into contracts and commitments for the appearances and services of the Contestant who will be selected at the competition as Miss Georgia's Outstanding Teen. I agree that such contracts will be binding on me to the same extent as if the Miss Georgia Outstanding Teen Organization had entered into them on my behalf after the commencement of my Year of Service.
- 5.9. *Membership in Unions.*** If and when requested by the Miss Georgia Outstanding Teen Organization, I agree to become a member of such unions or guilds as may be necessary in order to appear as a variety artist or for fashion purposes in any film, taped or recorded radio

or television products, commercials, motion pictures, photographic sessions or personal appearances.

- 5.10. *Prohibition of Endorsement of Competing Products and Services.*** I acknowledge that the Miss Georgia Outstanding Teen Organization has contracted in the past, and will contract in the future, for the financial support of commercial companies and organizations, whose advertising commitments and other sponsorships are an important element of the financial stability of the Program. I agree that I will not in any way endorse or permit my name or likeness to be used in connection with the endorsement or advertisement of any products or services competitive to the products or services of an advertiser, sponsor or licensee of the Miss Georgia Outstanding Teen Organization, either during my Year of Service or for a period of two (2) years thereafter, unless the Miss Georgia Outstanding Teen Organization approves such an endorsement or advertisement in writing. I understand that the Miss Georgia Outstanding Teen Organization is under no obligation to approve or consent to any such endorsement or advertisement after the end of my Year of Service.
- 5.11. *Appearances after Year of Service.*** After the conclusion of my Year of Service, I will not wear the crown of Miss Georgia's Outstanding Teen, nor appear as Miss Georgia's Outstanding Teen for the purposes of advertising or endorsing any product, person, cause or service, unless I have received in advance the written approval of the Miss Georgia Outstanding Teen Organization. I understand that the Miss Georgia Outstanding Teen Organization shall not be obligated to approve any such appearance or use of the Miss Georgia 's Outstanding Teen crown.
- 5.12. *Use of the Miss Georgia's Outstanding Teen Titles, Words and Symbols after Year of Service.*** After the conclusion of my Year of Service, if I am advised by the Miss Georgia Outstanding Teen Organization that, in its sole and exclusive judgment, my use of any of the titles, words or symbols associated with the Miss Georgia Outstanding Teen Organization and the Program has caused or is reasonably likely to cause harm to the Miss Georgia Outstanding Teen Organization, I agree to discontinue any such use immediately. I understand and agree that the judgment of the Miss Georgia Outstanding Teen Organization on this question shall be final and binding.
- 5.13. *Permanence of Restrictions.*** I understand and agree that the provisions of Sections 5.11 and 5.12 of this Application and Contract shall specifically survive the termination of this Application and Contract and shall be enforceable by the Miss Georgia Outstanding Teen Organization and binding on me in perpetuity.
- 5.14. *Change in Circumstances.*** I understand that if, at any time between the competition at which I am selected as Miss Georgia's Outstanding Teen and the completion of my Year of Service, any facts concerning my eligibility to participate in the Program should change, including without limitation my citizenship, marital or parental status, good character and reputation, or if I should become, in the sole judgment of the Miss Georgia Outstanding Teen Organization, physically unable to perform the duties and obligations relating to my Year of Service, the Miss Georgia Outstanding Teen Organization shall have the right, in its sole discretion, to determine that I am not eligible to continue to serve as Miss Georgia's

Outstanding Teen. In that event, the Miss Georgia Outstanding Teen Organization may, at its option, forfeit my title and all prizes, awards and perquisites of the position of Miss Georgia's Outstanding Teen, or both or either, subject to the provisions of Section 6.4 of this Application and Contract.

Section 6: Legal Obligations and Agreements

- 6.1. *Unauthorized Use of Titles.*** I acknowledge and agree that the title "Miss _____ Outstanding Teen" that I presently hold; the title "Miss Georgia's Outstanding Teen"; the title "Miss America's Outstanding Teen;" and the name and designation "Miss America's Outstanding Teen Pageant" and "Miss America's Outstanding Teen Organization" are the property of the Miss America's Outstanding Teen Organization. I agree never to use, or to authorize anyone else to use, the words "Miss Georgia's Outstanding Teen, "Miss America's Outstanding Teen" or "Miss America's Outstanding Teen Pageant" or "Miss America's Outstanding Teen Organization," or any similar or related phrase, in association with me or my name or likeness in any way without prior written approval of the Miss Georgia Outstanding Teen Organization or Miss America's Outstanding Teen Organization, as applicable.
- 6.2. *Authorization of Publication.*** I authorize the use of my name, likeness, photographs, pictures, physical depiction, endorsement rights, and my title(s) by the Miss Georgia Outstanding Teen Organization and by such persons, firms or corporations as may be approved and selected by the Miss Georgia Outstanding Teen Organization in its sole discretion. I will abide by the provisions of any agreement between the Miss Georgia Outstanding Teen Organization and such persons, firms or corporations regarding my services for advertising and promotional uses.
- 6.3. *Registration and Use of Domain Name.*** I authorize the Miss Georgia Outstanding Teen Organization or its licensee to register a domain name ("Internet Domain Name") in such version of my name as the Miss Georgia Outstanding Teen Organization or its licensee may deem appropriate, in the form *myname.com* or any comparable variation thereof. During my tenure as Miss Georgia's Outstanding Teen and, if I am selected as Miss America's Outstanding Teen, during my Year of Service the Miss America's Outstanding Teen Organization or its licensee shall have full authority to use my Internet Domain Name for all purposes. Thereafter, I understand that the Miss America's Outstanding Teen Organization or its licensee shall retain all rights to register and use my Internet Domain Name. During the period that the Miss America's Outstanding Teen Organization or its licensee is authorized to register and use my Internet Domain Name, I shall not register or use, nor permit anyone else to register or use, my name or title in any form in an Internet Domain Name.
- 6.4. *Permanent Ownership of Rights by The Miss Georgia Outstanding Teen Organization.*** All photographs, video tapes, audio tapes, motion picture films, or other recordings or reproductions made of me, whether "still" or "live," and my name, likeness, photographs, pictures, physical depiction, title and endorsement rights (a) as a Contestant or as a participant in the events leading up to the selection of Miss Georgia's Outstanding Teen; or (b) while representing Miss Georgia's Outstanding Teen or participating in any Miss Georgia Outstanding Teen sponsored events whether before, during or after the competition or, if I

am selected as Miss Georgia's Outstanding Teen, during or after my Year of Service, including but not limited to events such as press interviews, judges interviews, rehearsals and publicity events, either individually or as a member of a group, as applicable (the "Rights"), are and shall be, become and remain the property of the Miss Georgia Outstanding Teen Organization in perpetuity. The Rights may be used and reused by the Miss Georgia Outstanding Teen Organization, or anyone designated and licensed by the Miss Georgia Outstanding Teen Organization, for publicity, advertising or any other use in any medium, all as deemed appropriate by the Miss Georgia Outstanding Teen Organization in its sole discretion. I will ensure that all rights that any officially sanctioned photographer (s) may have in any official publicity photographs of me are released by that photographer(s) in favor and that any such photographer (s) shall provide a written release of such rights on a form acceptable to the Miss Georgia Outstanding Teen Organization. I understand and agree that the provisions of this section shall specifically survive the termination of this Application and Contract.

- 6.5. *Scholarship Grants and Forfeitures.*** I understand and agree that the grant of scholarships by the Miss Georgia Outstanding Teen Organization is subject to the terms and conditions of the Scholarship Rules and Regulations attached to this Application and Contract as Attachment "C". By signing this Application and Contract, I agree to be bound by those rules and regulations. I understand that all scholarships that I may be awarded will be non-forfeitable in the event that I breach this Contract or fail to perform any duties that I may have as a Contestant in the competition, or if I am selected, as Miss Georgia's Outstanding Teen. I also understand and agree, however, that such scholarships may be forfeited if I have made any misrepresentations as to my eligibility to compete in the competition or if I have not complied with the Rules and Regulations for Scholarships as outlined in Attachment "C."
- 6.6. *Documents and Information; Cooperation with Inquiries.*** I agree to provide the Miss Georgia Outstanding Teen Organization, at its request, with any documents or information necessary to determine any question with regard to my initial or continuing eligibility to compete or, if I am selected as Miss Georgia's Outstanding Teen, to complete my Year of Service. I also agree to cooperate fully with any inquiry undertaken by the Miss Georgia Outstanding Teen Organization in connection with my initial or continuing eligibility, and to provide sworn statements and any relevant documents if requested to do so by the Miss Georgia Outstanding Teen Organization.
- 6.7. *Termination of Eligibility.*** I understand and agree that if:
- 6.7.1. any of the representations or statements made by me in this Application and Contract or any of its attachments is determined by the Miss Georgia Outstanding Teen Organization to be false;
 - 6.7.2. there is a change of circumstances that would affect my eligibility to participate in the competition or, if I am selected as Miss Georgia's Outstanding Teen, to complete my Year of Service, including without limitation changes in my citizenship, marital or parental status, good character and reputation or, if relevant to my eligibility to participate in the National Finals, my residence, employment or educational status;

- 6.7.3. I fail to conduct myself in a manner which, in the sole and exclusive judgment of the Miss Georgia Outstanding Teen Organization, is consistent with the standards and dignity of the Program; or
- 6.7.4. I suffer any disability which, in the sole and exclusive judgment of the Miss Georgia Outstanding Teen Organization, impairs my ability to perform the duties expected of me as a Contestant.

The Miss Georgia Outstanding Teen Organization shall have the right, in its sole and exclusive judgment, to determine that I am not eligible to participate or continue to participate in the competition or, if appropriate, to complete my Year of Service. In that event, all titles, awards, and perquisites of my position as a Contestant, as appropriate, shall be terminated and forfeited, subject to the provisions of Section 6.5 of this Application and Contract.

- 6.8. *Public Release of Information.*** I understand that some elements of the Program, and in particular the competition and the public appearances of Miss Georgia's Outstanding Teen during the Year of Service, are frequently the subject of intense media and public interest and scrutiny. I further understand that it is very important for the Miss Georgia Outstanding Teen Organization to maintain a high level of public trust in and acceptance of the integrity of, and manner of conducting, the competition and the qualifications and conduct of Contestants. Accordingly, I authorize the Miss Georgia Outstanding Teen Organization, in the exercise of its sole and exclusive discretion, to release and to comment publicly upon any truthful information concerning my eligibility or continued eligibility to participate or to complete my Year of Service.
- 6.9. *Uniqueness of Contract and Services; Injunctions.*** I understand and agree that the services and obligations described in this Application and Contract are unique and extraordinary and that there is no adequate remedy at law for any breach of this Application and Contract by me. Therefore, in the event of any such breach, or in the event of such a breach that is attempted or threatened, I agree that the Miss Georgia Outstanding Teen Organization shall be entitled to equitable relief by way of injunction or otherwise to prevent or repair such breach or attempted or threatened breach.
- 6.10. *Applicability of Delaware Law.*** This Application and Contract and its attachments shall be construed and interpreted under the laws of the State of Delaware.
- 6.11. *Entire Agreement; Enforceability.*** When signed and approved by the Miss Georgia Outstanding Teen Organization, this Application and Contract, together with its attachments, shall solely and exclusively determine my rights, privileges and responsibilities to the Miss Georgia Outstanding Teen Organization. No oral or other written statement that is in any way inconsistent with the provisions of this Application and Contract shall be binding upon me or upon the Miss Georgia Outstanding Teen Organization. If any provision of this Application and Contract should be declared void or unenforceable, such provision shall be deemed

omitted from this Application and Contract. In that event, the remainder of this Application and Contract shall remain in full force and effect.

6.12. Arbitration of Disputes. Any controversy or claim arising out of or relating to this Application and Contract or any breach thereof shall be submitted to arbitration in the state of Delaware, in accordance with the Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Section shall not in any way affect the rights of the Miss Georgia Outstanding Teen Organization to (1) seek injunctive relief as provided in Section 6.9 of this Application and Contract, or (2) take any action permitted by this Application and Contract to enforce the eligibility standards of the Program in the event that time does not permit the completion of an arbitration process before action must be taken.

On the basis of all of these statements and agreements, I request the Miss Georgia Outstanding Teen Organization to accept my application to participate as a Contestant in the Miss Georgia Outstanding Teen Competition. If the Miss Georgia Outstanding Teen Organization accepts this application, I agree to comply with all of the terms and conditions of this Application and Contract, together with its attachments.

Date Contestant

Date Parent/Guardian

State of _____ :
: ss
County of _____ :

Affidavit of Truthfulness

_____, the Contestant making this Application, being duly sworn according to law, upon her oath deposes and says:

I do hereby swear that the statements made in this Application and Contract and its attachments are true.

Sworn and subscribed to before me

this _____ day of _____, 2008. _____
Contestant

Notary Public of _____

Approval of Application for Participation

The Miss Georgia Outstanding Teen Organization hereby APPROVES this Application and Contract and accepts appointment as the agent of the Contestant on the terms provided in this Application and Contract. The Contestant may compete in the competition pursuant to the terms of this Application and Contract and its attachments.

Date: _____ Signed: _____

Print Name: _____

The Miss Georgia Outstanding Teen Organization

Parent's/Guardian's Initials: _____ Contestant's Initials: _____ Date: _____

AFFIDAVIT OF PARENT OR GUARDIAN

(To be completed by the Parent(s) or Guardian(s) of a Contestant on the date of this Application and Contract)

State of _____:

: ss

Affidavit of Parent or Guardian

County of _____:

I, the undersigned parent or guardian of _____, who is the Contestant named in this Application and Contract, being duly sworn according to law, upon my oath depose and say:

1. I have read and I understand the provisions of this Application and Contract and its attachments. To the best of my knowledge, information and belief, all of the factual statements made in this Application and Contract by the Contestant are true.
2. I have been given the opportunity to consult with an attorney of my choosing to seek legal advice regarding this Application and Contract.
3. I consent to the execution of this Application and Contract by the Contestant.
4. On behalf of the Contestant, I agree to the terms and conditions of this Application and Contract and its attachments.
5. I have not previously authorized any person, firm, or corporation to use the name, photograph, picture or any present or future title of the Contestant in connection with any endorsement or advertisement of any commercial product for or on behalf of the Contestant, nor has any other person ever been authorized to do so, other than a co-signer of this affidavit.
6. I shall not authorize any person, firm, or corporation to use the name, photograph, picture or any present or future title of the Contestant in connection with any endorsement or advertisement of any commercial product for or on behalf of the Contestant other than in accordance with the terms and conditions of this Application and Contract and its attachments.

I do hereby swear that the statements made in this affidavit are true.

Sworn and subscribed to before me
this _____ day of _____, 2008.

Parent/Guardian

Parent/Guardian

Notary Public of _____

Initials

Date

Attachment A
Supplemental Fact Sheet

Miss _____ Outstanding Teen

Full Name (as you wish it listed in Program Book): _____

Date of Birth _____ Age _____

Home Address: _____

City: _____ State: _____

Email Address: _____

Attachments (check here if included):

Copy of Birth Certificate (Section 2.2)

Proof of Residence (Section 2.3.1.)

For Home Schooled Students Only:

Documentation of your state requirements for home schooled students.

Copy of Health Insurance Card – Front and Back Copy of Dental Insurance Card – Front and Back

Father's Name: _____ Occupation: _____

Mother's Name: _____ Occupation: _____

Brothers and Sisters:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Other interesting facts about yourself:

Initials

Date

Attachment B
Emergency Information Form

Please use this form to provide any information referenced in Section 3.1.

MISS _____ OUTSTANDING TEEN

CONTESTANT'S NAME: _____

DATE OF BIRTH: _____

HOME ADDRESS: _____

WHILE AT THE STATE OR LOCAL PAGEANT, WHO SHOULD BE CALLED IN CASE OF AN EMERGENCY?

NAME: _____

ADDRESS: _____

PHONE: HOME: _____ OFFICE: _____ CELL: _____

MEDICAL INSURANCE COMPANY NAME: _____

EMPLOYER OR COMPANY NAME (IF GROUP PLAN): _____

POLICY NUMBER: _____

NAME OF SUBSCRIBER: _____

SUBSCRIBER'S ADDRESS THROUGH THE DATE OF THE STATE PAGEANT:

RELATIONSHIP OF SUBSCRIBER TO YOU: SELF _____ PARENT/GUARDIAN _____ OTHER _____

FAMILY PHYSICIAN: _____

PHYSICIAN'S PHONE: HOME: _____ OFFICE: _____

YOUR BLOOD TYPE: _____

Emergency Information Form ... con't.

MEDICATIONS TO WHICH YOU HAVE AN ALLERGIC REACTION: _____

LIST ALL PRESCRIBED MEDICATIONS YOU ARE CURRENTLY TAKING: _____

LIST ALL OVER-THE-COUNTER MEDICATIONS YOU ARE CURRENTLY TAKING: _____

LIST ALL VITAMINS AND/OR SUPPLEMENTS YOU ARE CURRENTLY TAKING: _____

ANY PHYSICAL PROBLEMS THAT COULD CAUSE YOU DISCOMFORT: _____

DENTAL INSURANCE COMPANY NAME: _____

ADDRESS: _____

EMPLOYER OR COMPANY NAME (IF GROUP PLAN): _____

POLICY NUMBER: _____

NAME OF SUBSCRIBER: _____

SUBSCRIBER'S ADDRESS THROUGH THE DATE OF THE STATE PAGEANT:

PLEASE ATTACH A COPY OF YOUR INSURANCE CARD(S) (FRONT AND BACK)

I certify the policy(s) named above is now in force and will be maintained through the date of the State Pageant. I understand that contestants are responsible for all medical/dental expenses incurred during the time in which they participate in Miss _____ Outstanding Teen competition activities and that neither the Miss _____ Outstanding Teen Organization nor its medical insurance plan will be responsible for any such expenses. I certify that the above information is true and accurate.

PARENT/GUARDIAN SIGNATURE

DATE

I hereby authorize the Miss _____ Outstanding Teen Organization's physician, other appropriate health care provider and/or Miss _____ Outstanding Teen Organization's registered nurse to perform medical treatment deemed necessary for:

PARENT/GUARDIAN SIGNATURE

DATE

Miss Georgia's Outstanding Teen Scholarship Rules and Regulations Effective February 25, 2008

1) Scholarship usage:

Scholarships may be expended for current tuition and related expenses, room, board and other expenses as approved by the Miss Georgia scholarship committee. Parking fines, bus passes, I.D. cards, library fines, health insurance or other non-tuition related items are not covered. The Miss Georgia Organization will only pay for course books from the school store.

2) Requesting Usage:

Requests for scholarships are processed upon written receipt of statements from colleges and schools or for other educational expenses. All statements and invoices must be accompanied by a cover letter from the contestant. Requests for computer or musical equipment will be granted only if the college states in writing that it is a mandatory requirement in order for the recipient to complete the coursework. There will however, be a \$2000 cap on computer equipment, and this type of expense will be reimbursed only once. Computer software is not a reimbursable item. The original bill of sale must be submitted as well as the original credit card receipt or a copy of the canceled check. Requests for payment for other educational expenses (e.g. private instructors or coursework not related to an accredited four-year college or university) must be pre-approved by the Miss Georgia scholarship committee and will be granted only if the contestant is enrolled in school at an accredited institution at least part time or is taking the course as a continuing education unit.

3) Reimbursement Guidelines:

Reimbursements for rent will be paid monthly or quarterly when the recipient is enrolled as a full-time student. Such requests must be documented by a fully executed lease agreement. Contestant must maintain at least 12 credit hours as a full-time under-graduate student or 9 credit hours for a graduate student. Rent reimbursements do not cover key fees or deposits. Utilities (electric, gas, cable, phone, etc.) are not covered unless they are included in the rental fee. Mortgage payments are not reimbursable or payable. Lease agreements must be submitted along with a current tuition bill showing full time status. For payment of private lessons or non-credit courses, a background profile on the teacher/instructor for acting or singing lessons etc., an original bill, canceled check or original credit card receipt must be submitted and will only be payable if such courses or lessons fall within the guidelines as described in Item 2. The Miss Georgia Organization does not issue a 1099 form to the recipient. There are potential tax implications if the total cash disbursements are over \$600 in one calendar year. It is your obligation to determine whether the scholarship, in whole or part, is includable in your gross taxable income. Generally, amounts received as a qualified scholarship by an individual who is a candidate for a degree at an educational institution is tax exempt. A qualified scholarship is any amount that is used for qualified tuition and related expenses. Qualified tuition and related expenses include: tuition and fees required for enrollment and fees, books, supplies and equipment required for courses of instruction at the institution. To be treated as a related expense, the fees books, supplies and equipment must be required of all students in the particular course of instruction. Incidental expenses, such as those for room and board, travel, research and other expenses not required for either enrollment or attendance at the educational organization, are not considered related expenses and are includable in taxable income. Awards used to pay off student loans are taxable to the extent the proceeds of the student loan were used for incidental expenses. We recommend you consult with your tax advisor with any of your specific questions or concerns.

4) Priority of Level In Usage:

Contestants receiving scholarships at the state level must use the scholarships won at the local level prior to applying for the funds held in trust at the state level. Verification must be submitted in writing from the Local Executive Director that all local money has been exhausted.

5) Usage for Past Expenses

Scholarships may be used for outstanding student loan obligations provided the contestant has satisfactorily completed the coursework for which the loan was obtained. Miss Georgia will also reimburse the contestant whose student loans have been paid but only those payments which have been made within a one-year period prior to the date she won the scholarship. In both cases, all requests must include a current bill from the lender showing a current address, a copy of the promissory note showing that the contestant is either the primary or secondary payer of the obligation, and an official transcript showing completion of the coursework. The remainder of the local money must be used before applying for additional withdrawals from the state funds. Notice of payments due should be sent to the Miss Georgia office for payment. If the time required for processing the invoice extends beyond the due date, the contestant may submit proof of payment and request reimbursement.

6) Usage for Current Expenses:

Scholarships may be used for current educational expenses after exhausting all monies won at local level except for as provided in Item 4. Contestants may submit invoices for payment directly from the provider of the educational service or may submit a receipted bill and request reimbursement. All invoices and receipts must be original. Contestants may not request payment or reimbursement for expenses which are or have been covered through any other financial aid source other than student loans and which meet the provisions of item 5 above. "Current Expenses" are defined as expenses that occurred after the scholarship was been awarded.

7) Age for Future Expenses and Forfeitures

Scholarships may be used for future educational expenses. Contestants must begin use of their scholarships within five (5) years of the date of the award. If a contestant has no activity in her scholarship account during this period, the funds in her account will be forfeited. A contestant's state funds will be automatically forfeited if she forfeits any money from the local level.

An exception to the time limits described above may be made if the contestant, prior to the expiration date, makes a written appeal to the Miss Georgia scholarship committee citing compelling reasons why the time period should be extended. An extension will generally be permitted when the contestant has had continuous educational expenses but has not been able to draw down to zero her local award within the prescribed time limits above. However, the contestants must still send a written request for extension. The Miss Georgia scholarship committee will review the request and determine whether an extension is warranted. The decision of the Miss Georgia's scholarship committee shall be final and binding.

A Contestant who begins use of her scholarship within the time designated above will then be required to show continuous activity in her scholarship endeavors up to a limit of five (5) years following the date of the award. If there occurs a one (1) year period in which there is no activity in an account, then the balance of that account will be forfeited. Similarly any balance remaining in a Contestant's account ten (10) years following the date of the award will be forfeited.

8) In Lieu of Scholarship:

No cash awards will be made in lieu of scholarship even though a Contestant may be a college graduate and may not intend to continue her education.

9) Claiming Scholarship:

To claim any scholarship, please contact the Miss Georgia Office for the necessary forms.