



Miss Minnesota & Miss Minnesota's Teen Acceptance of Liability Agreement

Contestant Name: _____

Local Title: _____ Miss _____ Teen _____

This Acceptance of Liability Agreement ("Agreement") is made and entered into on this ____ day of _____, 202__, by and between the Miss Minnesota Scholarship Organization, hereinafter referred to as "MMSO," and the Delegate and Local Organization participating in the Miss Minnesota and Miss Minnesota's Teen state competitions, hereinafter collectively referred to as the "Delegate/Local Organization."

WHEREAS, MMSO has established certain rules and guidelines for the national competitions, including guidelines pertaining to the use of audio tracks during performances; and

WHEREAS, it is a requirement that only custom recordings or soundalikes are allowed for competition use, and the use of original artist tracks is strictly prohibited; and

WHEREAS, the Delegate and the State Organization understand and acknowledge the aforementioned requirement, and hereby agree to accept full responsibility in the event that a Delegate/Local Organization submits an audio track that breaches these terms.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. **Use of Audio Tracks:** The Delegate and the Local Organization hereby affirm that only audio tracks that are custom recordings or soundalikes will be used during the Miss Minnesota and Miss Minnesota's Teen state competitions. **The use of original artist tracks or any portion of an original track is strictly prohibited.**
2. **Financial Responsibility:** The Delegate and the Local Organization accept full financial responsibility for any breach of the aforementioned rule. In the event that a Delegate/Local Organization submits an audio track that includes any part of an original artist tracks, the Delegate and the Local Organization shall be solely responsible for any legal consequences, fines, penalties, royalty fees or damages incurred as a result of the breach.
3. **Indemnification:** The Delegate and the Local Organization shall indemnify and hold MMSO harmless from any loss, liability, damage, or expense, including reasonable attorney's fees, arising out of or in connection with the breach of the audio track requirement by the Delegate/Local Organization.
4. **No Responsibility of Miss Minnesota Organization:** MMSO shall not be responsible for any loss, damage, liability, or expense incurred by the Delegate or the Local Organization as a result of the breach of the audio track requirement. MMSO disclaims any and all liability related to the use of audio tracks during the state competitions.



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- 5. **Associated Music Release Forms and Due Diligence:** Delegate and Local Organization confirmed that all associated forms, Music Releases and publisher reports as required by MMSO will be completed and submitted accordingly.
- 6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Acceptance of Liability Agreement as of the date first above written.

State Miss/Teen Delegate:

Print Name: _____ State: _____

Signature: _____ Date: _____

*Parent Name: _____ * Parent Signature: _____

Signature: _____ Date: _____

*If delegate is a minor.

Local Organization Representative:

Print Name: _____ Local Position: _____

Signature: _____ Date: _____