

Minnesota's

- 6.11. **Release, Indemnity and Hold Harmless Agreement.** I hereby release, hold harmless and forever discharge Miss Minnesota's Outstanding Teen Organization, its Officers, Directors, Trustees, Judges, Employees, and any other person, firm, individual or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns from and against and any and all claims, lawsuits, demands, damages, loss of service, actions and causes of actions, based upon, arising out of, or in any way related to any honors, rights, or awards sought by me as a contestant in the 2019 Miss Minnesota's Outstanding Teen Competition, the conduct of business thereat, the ownership and possession of any honors, rights, or awards thereby, any negligent act, or any act of misfeasance or non-misfeasance by the referenced Competition or organization, or any of their agents, contractors, servants, employees or licensees, in conjunction with any honors or awards bestowed at said listed above from any and all claims of any kind or type whatsoever, whether currently known or unknown, and I further agree to exonerate, hold harmless and indemnify such Competition or organization listed above from any and all claims that I or my representative may have against such honors, rights, and awards. Such indemnification to include any and all fees (including reasonable attorney's fees), costs and other expenses reasonably incurred by or on behalf of the above organization as a result of any such claims, lawsuits, demands, damages, loss of service, actions and causes of actions.
- 6.12. **Applicability of Delaware Law.** This Application and Contract and its attachments shall be construed and interpreted under the laws of the state of Delaware.
- 6.13. **Entire Agreement; Enforceability.** When signed and approved by the Miss Minnesota's Outstanding Teen Organization, this Application and Contract, together with its attachments, shall solely and exclusively determine my rights, privileges and responsibilities to the Miss Minnesota's 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 Minnesota's 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.
- 6.14. **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 Minnesota's Outstanding Teen Organization to (1) seek injunctive relief as provided in Section 6.10 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 Minnesota's Outstanding Teen Organization to accept my application to participate as a Contestant in the Local or State Competition. If the Miss Minnesota's 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

Affidavit of Truthfulness

County of _____:

_____, 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.

and subscribed to before me

this _____ day of _____, 20____.

MAOTeen State/Local Contestant Contract Effective Date: 7/10/18 Parent/Legal Guardian Initials _____ Contestant's Initials: _____ Date: _____

Contestant: _____

Parent or Legal Guardian: _____

Notary Public of _____

Certification of Local/State Organization

I do hereby certify that the Contestant was determined to be eligible to compete in the Miss Minnesota's Outstanding Teen Competition under MAOTeen eligibility standards, and that the Contestant is eligible to compete in the National Finals.

Date _____

Executive Director/Authorized Representative _____

Approval of Application for Participation in the Local or State Competition

The Miss Minnesota's 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 Local or State Competition pursuant to the terms of this Application and Contract and its attachments.

Date _____

Executive Director / Authorized Representative Miss Minnesota's Outstanding Teen Organization

Affidavit of Parent or Legal Guardian

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

I, the undersigned parent or legal guardian of _____, who is the Contestant named in this Application and Contract, of qualified age and 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.

Parent/Guardian

Parent/Guardian

BEFORE ME, the undersigned authority, personally appeared _____, who is personally known to me or who produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20____.

NOTARY PUBLIC

Printed Name

Commission Expires: _____

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: _____ Zip: _____

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 (Section 2.3.3):

- Documentation showing current grade ranking according to home school certification.
- Documentation of your state requirements for home schooled students.
- Sealed Grade Transcript from school that oversees the homeschooled student.

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

Father's Name/Address: _____

Father's Phone #: _____

Mother's Name/Address: _____

Mother's Phone #: _____

Other Legal Guardian's Name/Address/Phone: _____

Other Legal Guardian's Name/Address/Phone: _____

Name/Address of School: _____

Principal's Name: _____

Date of High School Graduation: _____

Attachment B: Emergency Information Form

Please provide the following information in addition to the information referenced in Section 3.1.

MISS MINNESOTA'S _____ OUTSTANDING TEEN CONTESTANT'S

NAME: _____

DATE OF BIRTH: _____

HOME ADDRESS: _____

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

NAME: _____ RELATIONSHIP: _____

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 COMPETITION: _____

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

FAMILY PHYSICIAN: _____

PHYSICIAN'S PHONE: HOME: _____ OFFICE: _____

YOUR BLOOD TYPE: _____

MEDICATION ALLERGIES: _____

NON-MEDICATION ALLERGIES: _____

PRESCRIBED MEDICATIONS YOU ARE CURRENTLY TAKING: _____

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

VITAMINS AND/OR SUPPLEMENTS YOU ARE CURRENTLY TAKING: _____

MEDICAL/PHYSICAL INFORMATION: _____

FOR MEAL PLANNING PURPOSES, PLEASE LIST ALL FOOD ALLERGIES (e.g., NUTS, GLUTEN FREE, ETC.) AND/OR FOOD PREFERENCES (e.g., VEGETARIAN, NO SEAFOOD, ETC.): _____

MAOTeen State/Local Contestant Contract Effective Date: 7/10/18 Parent/Legal Guardian Initials _____ Contestant's Initials: _____ Date: _____

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 COMPETITION: _____

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

PLEASE ATTACH A PHOTOCOPY 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 Competition. I understand that contestants are responsible for all medical/dental expenses incurred during the time in which they participate in the Miss Minnesota's Outstanding Teen Competition activities and that neither the Miss Minnesota's 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: _____

AUTHORIZATION FOR MEDICAL TREATMENT REGARDING CONTESTANTS BELOW THE AGE OF 18:

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

CONTESTANT'S NAME: _____

PARENT/GUARDIAN SIGNATURE: _____

DATE: _____

***The parent or legal guardian must sign the above Medical Responsibility and Authorization Information Form.**

Attachment C: Local/State Scholarship Rules SCHOLARSHIP RULES AND REGULATIONS

Miss Minnesota's Outstanding Teen Organization

(See Attachment C - All Local/State Organizations Must Include Their Scholarship Rules as Attachment C)

Attachment D**MAOTeen, Inc. Contestant Social Media Policies**

The MAOTeen Contract is very clear regarding inappropriate behavior of ANY type, wherever it is found. This document specifically addresses social media. Once you make the decision to participate in our program, your past and present is a determining factor in your eligibility. If inappropriate language, photos, videos, or any other form of communication are discovered, your eligibility is at the sole discretion of the MAOTeen organization. This is a zero-tolerance policy that will be enforced.

If you have questions regarding the appropriateness of your social media posts, language, photos, videos, etc., ask yourself these questions: “Can I stand on stage in front of the MAOTeen judges and show them my social media posts? Can I repeat the language that I have used?” If the answer is “no”, this organization is not for you.

Please refer to the following clauses in our contract regarding this issue:

- 1.1. (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.
- 2.6. **Personal Characteristics**. I understand that in order to be eligible to compete in the National Finals, I hereby certify to the Personal Characteristics set forth in this section:
 - 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.
 - 2.6.6. 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.
- 6.8. **Termination of Eligibility**. I understand and agree that if:
 - 6.8.3. I fail to conduct myself in a manner, which, in the sole and exclusive judgment of MAOTeen, is consistent with the standards and dignity of the Program. (I will be disqualified.)

The following are the official guidelines for participating in social media for any participant in a Local, State, or National MAOTeen, Inc. competition. If you’re creating or contributing to blogs, wikis, social networks, virtual worlds, or any other kind of social media, these guidelines are for you.

As a member of the MAOTeen community, you are representing the organization when you are participating in social computing. Posting as a representative of the MAOTeen family is not a right but an opportunity, so please treat it seriously and with respect.

1. **Disclose**

Your honesty—or dishonesty—will be quickly noticed in the social media environment. Please represent MAOTeen, Inc. ethically and with integrity.

- **Be transparent:** Use your real name, identify that you are associated with MAOTeen, and be clear about your role.
- **Be truthful:** If you have a vested interest in something you are discussing, be the first to point it out and be specific about what it is.
- **Be yourself:** Stick to your area of expertise; write what you know. If you publish to a website outside MAOTeen, please use a disclaimer something like this: “The postings on this site are my own and don’t necessarily represent MAOTeen’s positions, strategies, or opinions.”
- **Be conscientious:** Keep in mind that what you write is your responsibility and failure to abide by these guidelines could put your relationship with MAOTeen, Inc. at risk.
- **There** is no clear line between your association with MAOTeen and your personal life. Always be honest and respectful in both capacities. With the ease of tracing authors back from their posts and the amount of information online, finding the actual identity of a poster from a few posts and a screen name is not impossible. This creates an avenue for outside parties to link your personal writings to those you’ve done as a MAOTeen representative. Always write as if everyone knows you. Never write anything you wouldn’t say out loud to all parties involved.

2. **Protect**

Remember, if you’re online, you’re on the record—everything on the Internet is public and searchable. **What you post is ultimately your responsibility.**

- **Don’t slam the competition (or MAOTeen):** Play nice. Anything you publish must be true and not misleading, and all claims regarding MAOTeen must be substantiated and approved.
- **Don’t over share:** Be careful out there—once you hit “share,” you usually can’t get it back. Plus, being judicious will help make

MAOTeen State/Local Contestant Contract Effective Date: 7/10/18 Parent/Legal Guardian Initials _____ Contestant’s Initials: _____ Date: _____

your content more crisp and audience-relevant.

- **Did you mess up?** If you make a mistake, admit it. Be upfront and be quick with your correction. If you're posting to a blog, you may choose to modify an earlier post—just make it clear that you have done so.
- **Avoid hazardous materials.**
Do not post or link to any materials that are defamatory, harassing, or indecent!
- **Don't promote other brands with our brand.**
Do not promote personal projects or endorse brands, causes or opinions when posting as a representative of MAOTeen unless you have received approval from your Executive Director or the MAOTeen national office.
- **Always trackback.**
When reposting or referencing a post on one of MAOTeen's online sites, provide a link to the original post or story.

3. Use Common Sense

- **Perception is reality.**
In online social networks, the lines between public and private/personal are blurred. Just by identifying yourself as a MAOTeen representative you are creating perceptions about your expertise and about MAOTeen. Do us all proud.
- **The Internet is not anonymous, nor does it forget.**
Everything written on the Web can be traced back to its author one way or another and very easily. Information is backed up often and repeatedly, and posts in one forum are usually replicated in others through trackbacks and reposts or references.
- **Do not return fire.**
If a negative post or comment is found online about MAOTeen or yourself, do not counter with another negative post. Instead, publicly offer to remedy the situation through positive action. Seek help from your parents, your Local/State Executive Director, or the MAOTeen office in defusing these types of situations.

REMEMBER!

Everything you post on any form of social media is public information, whether you like it or not. It is a permanent record of your character, personality, moral beliefs, behavior, and reputation. If you have ANY doubt that what you are about to post may come back to haunt you, **DON'T POST IT!**

Attachment E

MAOTeen, Inc. Contestant Social Media Agreement

MAOTeen, Inc., in recognizing and honoring the traits of honesty, good character, talent, poise, intellect, leadership and good judgment in teens who participate in our program, has developed Social Media Policies for the purpose of enabling our participants to wisely participate in social media. These policies are included in this contract as Attachment D.

Please list ALL social websites in which you participate (Ex: Blogs, Facebook, Instagram, Vine, etc.) and list your screen names.

<u>Websites</u>	<u>Screen Names</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I, (Name) _____, (Title) _____, understand that inappropriate social media behavior will not be tolerated by the Miss America’s Outstanding Teen Organization or any of its subsidiaries. I am attesting, by my signature and that of my parent/legal guardian, on this form, that I have not posted on any type of social media either photos, videos, inappropriate language, or any other actions that would be considered inappropriate behavior in polite society. I understand that if any such materials are brought to the attention of the Miss America Organization, Miss America’s Outstanding Teen, Inc, or my State/Local MAOTeen Competition, I am in danger of losing my title, immediately. I agree that it is at the sole discretion of the Miss America’s Outstanding Teen Organization to determine the consequences of any such actions.

(Contestant Signature)

(Date)

(Parent/Legal Guardian Signature)

(Date)

(Executive Director)

(Date)