



"A Brand Above the Rest"

*2018 Poway Rodeo Queen
2018 Poway Rodeo Jr. Queen
2018 Poway Rodeo Young Miss
2018 Poway Rodeo Little Princess
Pageant Contestants*

WAIVER AGREEMENT

THIS AGREEMENT is made between the Poway Rodeo Queen Pageant Committee, Pro Rodeo Productions of Poway, Inc., (PRPP), Poway Valley Riders Association, (PVRA), Poway Rodeo Volunteers, (PRV), hereinafter referred to as "Pageant" and _____, who resides in the City of _____, hereinafter referred to as "Contestant".

WITNESSETH:

WHEREAS, Pageant conducts the Poway Rodeo Queen, Poway Rodeo Jr. Queen, Poway Rodeo Young Miss, and Poway Rodeo Little Princess Pageant (hereinafter referred to as "Contest"), including the creation, publication and administration of all rules and regulations relating thereto, and

WHEREAS, Contestant desires to compete in the Contest. NOW THEREFORE, in consideration of the mutual promises set forth herein, the mutual benefits derived here from and other good and valuable consideration provided each unto the other, the receipt and sufficiency of which is acknowledged, it is agreed:

1. Contestant represents she (a) has read all Contest rules and regulations; (b) has received a complete copy of all Contest rules and regulations; (c) has otherwise been fully advised as to any and all written and/or verbal amendments, if any, to Contest rules and/or regulations; (d) understands each and every rule and/or regulation, and (e) had full opportunity to present all questions regarding the rules and regulations, and all such questions have been fully answered to Contestant's and parent's satisfaction.
2. Contestant will adhere to and comply with all Contest rules and regulations.
3. Contestant shall upon observing and/or being informed of any violation of, and/or perceived violation of, any Contest rule and/or regulation:
 - a. Inform Pageant of the alleged and/or perceived violation at the earliest and most proximate time to the instance, but in no event, not to be less than two hours before the scheduled naming of the contest winner(s); and
 - b. In no way act to withhold information from Pageant and/or from other third party contestant(s), as to deprive Pageant of the opportunity to determine alleged violations.

In this regard, the Contest Director is hereby designated as the person to receive any and all alleged and/or perceived rule violation(s).

CONTESTANT:

PARENT OR GUARDIAN (if under 18):

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4. Unless timely reported as defined above in paragraph 3(a), each and every alleged violation of, and/or perceived violation of Contest rules and/or regulations shall be deemed waived, and the complaining party shall be stopped from presenting allegations regarding the same.
5. Pageant agrees that with respect to reported violation(s), it shall (a) timely and fully investigate each allegation, (b) report its findings to the person presenting the allegation and (c) enforce its rules and regulations as against any contestant found to have violated the same.
6. Contestant agrees that Pageant is the sole and exclusive entity to determine the existence and/or non-existence of a violation of the rules and regulations, and that Contestant shall be finally bound by Pageant's determination, the same to be final and binding between the parties hereto. Contestant further agrees that Pageant is the sole and exclusive authority to interpret and enforce its rules and regulations.
7. Any dispute governing sanctions for violating the agreement or rules of the Pageant shall be subject to the right of either party to require arbitration under the Rules of the American Arbitration Association, which arbitration shall be final and binding.

In any legal proceeding in which Pageant shall be awarded any judgment enforcing any term and/or condition of this Agreement, Pageant, its employees, agents, sponsors, and/or representatives shall also receive a reasonable attorney fees and all costs incurred in the prosecution and/or defense of said action.

8. Contestant agrees and understands that if she is named Queen, Jr. Queen, Young Miss, or Little Princess all general information, expectations and rules and regulations listed for contestants now apply to her as Queen, Jr. Queen, Young Miss, or Little Princess. Contestant further agrees that she understands all rules and expectations or has been afforded the opportunity to have these rules and expectations explained to her and her parent(s) (if under 18) satisfaction.
9. I understand that if I am crowned 2018 Poway Rodeo Queen, 2018 Poway Rodeo Jr. Queen, 2018 Poway Rodeo Young Miss, or 2018 Poway Rodeo Little Princess all awards received during the Pageant are the property of the Poway Rodeo and will not officially be mine until my reign has been successfully completed.
10. I understand that if I am crowned 2018 Poway Rodeo: Queen, Jr. Queen, Young Miss, or Little Princess I may be required to fill a two year term and assist to completion with the upcoming Pageant for the next Poway Rodeo Queens Court.

THIS IS A LEGAL INSTRUMENT AFFECTING YOUR RIGHTS AND AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO EXECUTING THE SAME.

Made and executed on this, the _____ day of _____, 2018.

CONTESTANT:

PARENT OR GUARDIAN (if under 18):

***Poway Rodeo Queen
Poway Rodeo Jr. Queen
Poway Rodeo Young Miss
Poway Rodeo Little Princess***

WAIVER OF LIABILITY

In consideration of my application being accepted (and me or my helpers being permitted to engage in the above event shall, without any further notice, be deemed to be acceptance thereof). I hereby for myself, my executors, administrators and assigns, and my helpers agree to abide, and that they shall abide by all rules and regulations pertaining to the event, and I and they assume all liability and responsibility for any loss, accident or injury, whether as to person or property, arising in any way out of the operations or activities of your committee or management, in any event or part of any performance, appearance, or parade, or while in, on or about the premises of the PRO RODEO PRODUCTIONS OF POWAY INC., OR PRPP, at POWAY, CALIFORNIA.

As for the consideration aforesaid, I further agree to indemnify your committee and management from and against any loss or damage sustained by you by reason of any claims made by any of my helpers, or their executors, administrators or assigns. Also, I hereby release the right, title and claim of any photographs that may be obtained by the management for their use. I certify that I have read and understand the rules of the 2018 Poway Rodeo Queen, 2018 Poway Rodeo Jr. Queen, 2018 Poway Rodeo Young Miss, and the 2018 Poway Rodeo Little Princess Pageant, and agree to abide by them.

The undersigned has read the foregoing release carefully and fully understands the meaning and effect of same.

Contestant's Signature

Date

Birth date of Contestant

Parent or Guardian
(If under 18 years)

Date