MISS RODEO TEXAS, INC. PERSONAL SERVICES CONTRACT FOR "MISS RODEO TEXAS"

Basic Information

| Effective Date | June 21, 2024 |
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| Parties: "MRT" | Miss Rodeo Texas, Inc. 8452 Fredericksburg Rd #302 |
| | San Antonio, Texas 78229 |
| "Representative" | |
| "Pageant Year" | 2024 |
| Contract Term | Beginning on the Effective Date above and ending at the conclusion of the 2025 Miss Rodeo Texas Pageant unless otherwise extended as provided in this agreement. |

For good and valuable consideration, the parties agree to the terms in this agreement.

Terms and Conditions

1. Definitions:

- a. "Image" shall refer to the name, voice, image, signature, or likeness, or photograph (collectively referred to as "Image") of Representative.
- b. "Marks" shall refer to U.S. Trademark Registration No. 1,195,392 issued May 11, 1982, for the mark MISS RODEO TEXAS & Design; U.S. Trademark Reg. No. 1,195,393 issued May 11, 1982, for the mark MISS RODEO TEXAS and any other trademarks, logos or slogans used by MRT in connection with the State Pageant or MRT's business of promoting the State Pageant and the sport of rodeo, whether registered or not. Pending response from MRA Office.
- c. "MRT" shall refer to Miss Rodeo Texas, Inc.
- d. "State Pageant" shall refer to the annual Miss Rodeo Texas Pageant conducted by MRT.
- e. "Public Appearance(s)" shall refer to any public appearance, event, or function where Representative is requested to appear. "Public Appearance(s)" include, but are not limited to: public appearances, interviews with the press and the public, public speeches, public photographs or photographs for advertising, marketing or publicity purposes, any video and/or sound recordings for advertising, marketing or publicity purposes, television and/or radio broadcasts (whether live or taped or otherwise recorded), marketing events, promotional events, rodeo events, Internet broadcasts or similar electronic media events or recordings, and such other events as may be designated by MRT.
- f. "Representative" shall refer to the person named above as the Representative.

2. Background:

- a. MRT is the owner of the Marks and has spent substantial time, effort, and money to develop, advertise, market, promote and protect the goodwill and reputation associated with the Marks.
- b. Representative has taken part in the State Pageant conducted by MRT for the Pageant Year indicated above. Representative was selected as the winner of that State Pageant, following the rules and regulations for the MRT State Pageant.
- c. As the winner of the State Pageant, upon full compliance with the Rules and Regulations of MRT for the State Pageant, and upon execution of this agreement Representative is eligible to receive the title of "Miss Rodeo Texas" and to use that title during the term of this agreement.
- d. MRT desires to award such title to Representative and to have Representative represent MRT for the term of this agreement, to have Representative perform services as Miss Rodeo Texas, to perform the services set forth in this agreement, and such other services as the parties may agree, during the term set forth in this agreement.
- e. Representative desires to receive the title of Miss Rodeo Texas for the term of this agreement, to represent MRT in accordance with the terms of this agreement, to perform the services as Miss Rodeo Texas for the term of this agreement, including the services set forth in this agreement and such other services as the parties may agree, in accordance with the terms of this agreement.
- **3.** Appointment of Representative: MRT has selected and hereby appoints Representative as its representative, to represent MRT at such functions and Public Appearances as MRT may specify, and to generally promote MRT and the sport of Rodeo during the term of this agreement, and subject to the term set forth in this agreement.

4. Granting of Title "Miss Rodeo Texas":

- a. MRT grants Representative the authority to use the title "MISS RODEO TEXAS" during the term of this agreement. MRT further grants Representative the right to use the Marks in connection with performing services for MRT as set forth in this agreement. Subject to Representative's full performance of this agreement, MRT agrees that it will not grant or authorize any other person permission or authority to use the title "MISS RODEO TEXAS" or any variation of such title during the term of this agreement.
- b. Upon Representative's full performance of this agreement, then after termination of this agreement Representative may continue to use the designation "Former MISS RODEO TEXAS" or "MISS RODEO TEXAS [Pageant Year]" (e.g. "MISS RODEO TEXAS 2021") on

resumes, historical or biographical information or the like; provided such designation is used in a truthful manner and it is clear from such usage that Representative is no longer actively representing MRT. Representative agrees to not use any designation of "MISS RODEO TEXAS" or photos referencing Representative as "MISS RODEO TEXAS" in conjunction with any competing sponsor to Miss Rodeo Texas, Inc. in photographs, print or audio advertisements, biographical text, social media, etc.

c. Notwithstanding the foregoing MRT reserves the rights to: (i) allow "Miss Rodeo Texas Teen" or "Miss Rodeo Texas Princess", should they request her to appear at any function on behalf of MRT, such as in the event of temporary illness or unavailability of Representative, or in the event of scheduling conflicts, or such other reason in MRT's sole discretion; and (ii) allow the use of terms such as "MISS RODEO TEXAS TEEN", "Miss Rodeo Texas Princess" or the like, for other pageants conducted or sponsored by MRT where the title includes a designation or indication of the type of contestant eligible to participate in such pageant and such eligibility (i.e. "teen") distinguishes the pageant from the State Pageant.

5. Obligations of Representative:

- a. Representative represents and warrants that she meets and at all times during the term of this agreement shall continue to meet all the eligibility requirements for Miss Rodeo Texas. A copy of the eligibility requirements is attached as Exhibit A to this agreement.
- b. Representative shall appear at such time and place for the purpose of Public Appearances, as MRT shall direct, and shall, to the extent appropriate to such Public Appearance, participate in the public appearance, including giving interviews, and generally promote the goals of MRT, its sponsors, and the sport of Rodeo, consistent with the reasonable instructions and directions of MRT.
- c. Representative shall appear and take part in the State Pageant for the year following her selection as Miss Rodeo Texas. She will preside as the reigning Miss Rodeo Texas at such State Pageant, until such time as her successor is chosen at the State Pageant. She shall fully participate in State Pageant, until the conclusion of the Pageant. Notwithstanding the foregoing, MRT at its option and in its sole discretion, may restrict or limit Representative's involvement in the State Pageant.
- d. Representative shall execute and deliver all contracts, agreements, releases, authorizations, endorsements, or other documents necessary or appropriate to perform the obligations set forth in this agreement.
- e. Representative shall authorize and permit the recording, creation, use, and reproduction in any format or manner of Representative's Image in any format during the term of this agreement (i) in any manner by or for the benefit of MRT, (ii) at any Public Appearance authorized by MRT, (iii) in any manner to advertise, market, promote or publicize MRT, or any of its sponsors, any event conducted by or sponsored by MRT or any Public Appearance, or (iv) in

any other manner authorized by MRT during the term of this agreement. In addition, MRT shall have the perpetual right to authorize the reproduction after the termination of this agreement of any material incorporating Representative's Image prepared or used during the term of this agreement. MRT or anyone authorized by it shall also have the right to reasonably edit the appearance of Representative's Image to the extent necessary or appropriate in its reasonable judgment to all for the efficient publication, reproduction or distribution of any materials containing Representative's Image.

- f. Representative shall abide by the Social Media Guidelines and Expectations. A copy of the guidelines is included in the Miss Rodeo Texas Handbook that is attached as Exhibit C to this agreement. MRT will provide additional and specific information regarding social media to Representative in a timely manner.
- e. When making Public Appearances, and upon the request or directions of MRT, Representative shall appear in appropriate western apparel, and accourrements consistent with the title Miss Rodeo Texas, including, but not limited to crown and banner. Representative shall be perfectly groomed at all times, including but not limited to hair, makeup, and nails. All questions about appropriate apparel and grooming shall be directed to the MRT State Director.
- g. Representative shall have wardrobe including jewelry and accessories approved by the MRT State Director no less than 48 hours prior to a Public Appearance which also includes the State Pageant.
- h. Representative shall not be escorted to, from or during Public Appearances by anyone other than the official MRT Chaperone unless authorized by the MRT State Director in advance.
- i. Representative shall always act in manner to promote the best interests of MRT and the State Pageant. Representative shall not do anything that will or is reasonably likely to cause harm or damage to the goodwill and reputation of MRT or the State Pageant.
- j. Representative agrees that she is not under contract with any other entity (photographer, videographer, modeling agency, agent, coach, etc.).
- k. Representative agrees to perform such other activities as MRT may reasonably request.
- I. Representative agrees she is solely responsible for her personal property and physical well-being; and that she will not ask for, expect nor receive compensation or reimbursement from the MRT, the Board, Officers, or Agents, for any injury or loss sustained by her as a result of participating in the State Pageant or any activity under this Contract. Representative shall sign a Participant Release Form. A copy of the Participant Release Form is attached as Exhibit B to this agreement.

- m. Representative agrees to save and hold harmless MRTI, its Board, Officers, Ambassadors, or Agents for and from any liability of her actions and conduct during her term as Miss Rodeo Texas and for its and their actions and conduct with respect to any rights granted herein.
- n. Representative understands that San Antonio, TX is the base for all travel arrangements whether by motor vehicle and/or plane. All travel will initiate from San Antonio, TX unless otherwise informed by the MRT State Director and/or MRT State Coordinator.
- o. Representative agrees that if she receives use of a motor vehicle or trailer as Miss Rodeo Texas, she will solely be responsible for full coverage insurance covering those vehicles for said term.
- p. Representative agrees to follow Texas Law on liability insurance coverage if she uses a personal vehicle during her term as Miss Rodeo Texas.
- q. Representative agrees to reside in the state of Texas during her term as Miss Rodeo Texas.
- r. Representative understands that she cannot cohabitate with anyone during her term as Miss Rodeo Texas unless specifically authorized by MRT.
- s. Representative agrees she will not wear the crown or buckle from any other title or organization during her term as Miss Rodeo Texas.
- t. Representative agrees to follow the General Rules as shown on in the Miss Rodeo Texas Handbook that is attached as Exhibit C to this agreement.
- u. Representative agrees that she has read and will abide by the MRT Scholarship Rules as shown in the Miss Rodeo Texas Handbook that is attached as Exhibit C to this agreement.
- v. Representative agrees she will abide by the Perpetual Wardrobe Agreement as shown in the Miss Rodeo Texas Handbook that is attached as Exhibit C to this agreement.
- w. Representative agrees that she has read and will abide by ALL sections the MRT Handbook. A copy of the MRT Handbook is attached as Exhibit C to this agreement.
- x. Representative agrees that she seen and understands the Consequence Matrix as shown in the Miss Rodeo Texas Handbook that is attached as Exhibit C to this agreement.
- **6. Exclusive Agent**: Representative appoints MRT as her exclusive agent for the purpose of soliciting, negotiating, and contracting for Public Appearances for Representative during the term of this agreement.

7. Independent Contractor/Limitations of Authority:

- a. Representative at all times is and shall remain an independent contractor providing services to MRT pursuant to the terms of this agreement. Nothing in this agreement shall make Representative an employee of MRT, nor an agent of MRT for any purpose other than performing the obligations set forth in this agreement.
- b. Representative is appointed to represent MRT only in the manner authorized by this agreement. Representative is not authorized to represent MRT in any manner other than as expressly authorized by this agreement. Representative shall never, even after her reign has ended, use the title "Miss Rodeo Texas" to compete in any pageant or contest other than the Miss Rodeo Texas Pageant. Representative shall have no authority to enter into any agreements on behalf of MRT or to bind MRT in any transaction whatsoever; except only as expressly authorized in writing otherwise.

8. Obligations of MRT:

- a. MRT shall use reasonable commercial efforts to obtain Public Appearances for Representative and to obtain proper compensation for those Public Appearances.
- b. MRT shall use reasonable commercial efforts, consistent with its reasonable business judgment, to conduct the State Pageant, to promote the sport of Rodeo, and to publicize and promote the services of Representative for the promotion of the State Pageant and the sport of Rodeo, and the promotion of related activities.
- c. MRT shall use reasonable commercial efforts to have Representative promote the sport of rodeo in the state of Texas, United States and elsewhere.
- d. MRT shall periodically account to Representative for all sums due her.
- e. During the term of this agreement and subject to Representative's full compliance with the terms of this agreement, MRT agrees that it shall not appoint any other person the right to use the title "MISS RODEO TEXAS", until Representative's successor is chosen at the next annual State Pageant.
- f. MRT shall choose an official Chaperone to escort the Representative while traveling to or engaging in Public Appearances as deemed necessary.
- **9. Compensation / Reimbursement / Monetary Allowance:** For her services as specified herein, MRT shall pay or reimburse Representative:
- a. \$40/day per diem for meals while making Public Appearances;
- b. Up to \$800/month for costs and expenses reasonably incurred by Representative for her attendance or performance at any Public Appearance scheduled by or approved by MRT;

- c. Such other monetary allowances and reimbursements as specified on Exhibit I attached to this agreement; and
- d. Fifty percent (50%) of all sums received by MRT for services rendered by Representative at all Public Appearances. Notwithstanding the foregoing, Representative shall not receive any added compensation for Public Appearances for MRT sponsors unless a paid appearance is negotiated by MRT.

Representative agrees to the Compensation, Reimbursement, and Monetary Allowance Policy and Procedures as shown on Exhibit I attached to this agreement.

10. Term:

- a. The term of this agreement shall begin on the effective date set forth above and shall terminate at the end of the contract term stated above, unless earlier terminated as provided for in this agreement.
- b. Option to Extend Term if Successor not Chosen or Qualified. In the event no subsequent Miss Rodeo Texas is chosen prior to the termination of this agreement, MRT shall have the right to extend this agreement beyond the termination date set forth herein. MRT shall pay and/or reimburse Representative for her services during this option period on the same basis as provided for in this agreement.

11. Termination:

- a. MRT shall have the right to terminate this agreement in the event of a material breach of this agreement by Representative if the breach is not cured within 15 days after notice is given.
- b. MRT shall have the right to immediately terminate this agreement by giving notice of such termination to Representative in the event: (i) of a material breach of any warranty or representation by Representative; (ii) it is determined that Representative does not meet the eligibility requirements; (iii) it is determined that Representative has made a materially false statement during her participation in the State Pageant where she was selected as "Miss Rodeo Texas", in any activity leading up to her selection as "Miss Rodeo Texas", or in any other respect during her performance of her obligations under

this agreement; or (iv) Representative takes any action or is involved in any event which will or is likely to cause harm or damage to the reputation or goodwill of MRT or the State Pageant.

- c. Representative may terminate this agreement upon a material breach of this agreement if breach is not cured within 15 days after notice of such breach is given to MRT.
- d. Upon termination of this agreement for any reason, Representative shall return all property of MRT to MRT. Such property includes, but is not limited to the Miss Rodeo Texas crown and banners and any other indicia of the office of Miss Rodeo Texas Inc. In addition, except as otherwise expressly provided in this agreement, upon termination of this agreement, Representative shall immediately cease the use of the term MISS RODEO TEXAS and any of the Marks in connection with any future Public Appearances (except as may be otherwise authorized in writing by MRT).
- e. Upon termination of this agreement under the terms of paragraphs 11(a) or 11(b) above, Representative shall forfeit any rights to any prizes awarded to her as a result of her being granted the title of "Miss Rodeo Texas" or any other prizes awarded to her at the State Pageant, which had not yet been distributed or delivered to her.
- f. <u>Right to Injunctive Relief</u>. Representative acknowledges and agrees that the <u>Marks</u> are valuable property of MRT. Therefore, upon a breach of this agreement, Representative acknowledges that MRT shall be entitled to injunctive relief to restrain or prohibit any use or threatened use of the <u>Marks</u> by Representative, in addition to any other remedies available to MRT at law or in equity.
- 12. Personal Services/No Assignment or Delegation: This nature of this contract requires that all obligations of Representative are personal in nature. Therefore, Representative agrees that she shall personally appear and represent MRT at all events and functions scheduled by MRT. Representative agrees that she shall personally perform all functions required of her under the terms of this agreement. Under no circumstances shall Representative assign or delegate any of her obligations under the terms of this agreement.

13. Ownership and Use of Intellectual Property:

- a. All right, title and interest in and to the Marks is owned by MRT. Any use of the Marks by or in connection with the services provided by Representative shall inure to the benefit of MRT. Upon termination of this agreement, Representative shall immediately return all materials in her possession or control bearing or containing the Marks.
- b. Representative acknowledges and agrees that all right, title and interest in and to any copyrighted works created during the performance of this agreement shall be owned exclusively by MRT. To the extent necessary, Representative assigns all rights, title, and interest she may have in any copyrighted works to MRT.
- c. Representative grants MRT the perpetual and irrevocable right to use any Images of Representative created during the term of this agreement in any manner it deems appropriate. MRT shall further have the right to authorize third parties to use such images.
- 14. Participation in Rodeo and Other Activities: During the term of this agreement Representative may be asked to participate in certain Rodeo activities, related activities, or other activities where horses, livestock and other large animals may be present or involved. Representative represents and warrants that she is experienced in these and similar activities. These activities are or may be inherently risky. Representative states that she is aware of the risks of being involved in these activities. Representative represents and warrants that she is voluntarily participating in these activities knowing the potential risks involved. Representative releases and discharges MRT from all liability of every kind and nature that may be involved in participating in these types of activities.

15. General Provisions:

- a. <u>Notice</u>: All notices permitted or required under this agreement shall be in writing and shall be personally delivered, delivered by overnight courier (such as FedEx), or certified mail. Notices shall be effective upon receipt, if personally delivered or delivered by overnight courier, or 5 days after deposit in the mail, if sent by certified mail.
- b. <u>Modification</u>: This agreement may be modified or amended only by a written instrument signed by all the parties.

- c. <u>No Waiver (Failure to Enforce)</u>: The waiver or failure of the parties to exercise in any respect any right provided for herein shall not be deemed a waiver of that right and shall not prevent any party from enforcing that right later.
- d. <u>Execution of Further Documents</u>: The parties agree to execute such other and further documents as may be necessary to effectuate this agreement.
- e. <u>Arbitration</u>: In the event of a dispute between the parties arising out of or related to this agreement, the dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be held in San Antonio, Texas.
- f. <u>Attorneys' Fees and Costs</u>: In any legal action or arbitration brought arising out of or related to this agreement, the prevailing party shall recover its court or arbitration costs and its reasonable attorneys' fees incurred in such action.
- g. <u>Governing Law</u>: This agreement and performance hereunder shall be governed by the laws of the United States and the State of Texas. All the parties' consent to the jurisdiction and venue of the state and federal courts located in San Antonio, Texas for any matter arising out of this agreement.
- h. <u>Integration</u>: This agreement expresses the entire understanding of the parties regarding its subject matter, and it supersedes and merges all prior written or oral proposals, agreements or understandings between the parties relating to the subject matter of this agreement.
- i. <u>Right to Counsel</u>: Representative states that she has been recommended to have counsel review this contract before executing it and that she has either received the advice of counsel or has knowingly exercised her judgment in declining to have counsel review this agreement before execution.

| executed in duplicate originals | |
|--|---|
| "Representative" | Miss Rodeo Texas, Inc. State Director |
| Ву | · |
| Signature | Signature |
| Name Printed | Name Printed |
| Date | Date |
| ACKNOWLEDGEMENT CERTIFICATE | |
| State of Texas, County of | |
| The foregoing instrument was acknowled | dged before me on this (date) |
| by | name of person acknowledging). |
| | |
| (notary seal) | |
| | |
| | Signature of Notary Public – State of Texas |
| | |
| <u>Exhibits</u> | |
| Exhibit A – Eligibility Requirements | |
| Exhibit B – Participant Release Form | |
| Exhibit C – Handbook | |
| | |

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Initials _____

IN WITNESS THEREOF, by their signatures below, the parties each have approved and executed

this Agreement as of the effective date first set forth above.

Exhibit A

MISS RODEO TEXAS, INC

ELIGIBILITY REQUIREMENTS

By signing below, I confirm that I meet all the eligibility requirements set forth below.

- 1. **Age:** I will be 21 years of age by November 1 of the Pageant year, and I will be no older than 26 years of age by December 31 of the Pageant year. Upon request, I will provide a copy of a government issued identification (such as a birth certificate, driver's license, passport, etc.) verifying my age.
- 2. **U.S. Citizen:** I am a citizen or lawful resident of the United States of America and authorized to work in the United States of America.
- 3. **Resident of State:** I am a resident of the State of Texas and have been for at least one year by the first day of the current year's Miss Rodeo Texas Pageant.
- 4. **Education:** I have obtained a high school diploma (or equivalent) and will provide proof thereof upon request.
- 5. **Gender:** I was assigned female at birth, and I am female.

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- 6. **Marital Status:** I am not currently married, have never been married, nor had a marriage annulled. I will not get engaged during my term as Miss Rodeo Texas.
- 7. **Parental Status:** I am not a parent of any child, and I am not pregnant, nor will I become pregnant during my term as Miss Rodeo Texas.
- 8. **Good Character:** I am of good moral character. I have never committed or been involved in an act of moral turpitude.
- 9. **No Criminal Record:** I have not been convicted of any felony or misdemeanor crime (excluding minor traffic offenses). I agree to allow MRAI to run a background check.
- 10. **Health:** I am in good health, and I do not have any health concerns which would prevent me from fully participating in this contest or from serving as Miss Rodeo Texas if selected.
- 11. **Substance Abuse:** I do not use any illegal or controlled substances (other than prescription medications and then only in the manner prescribed). I do not abuse alcohol or drugs.
- 12. **Contractual Obligations:** I am not under any contractual obligation which would interfere with my ability to participate in this contest or interfere with my ability to perform as Miss Rodeo Texas, if selected.
- 13. **No other Competitions:** If selected as Miss Rodeo Texas, I will not compete in any other pageant of any kind during my term other than the Miss Rodeo America Pageant.
- 14. **No Previous Miss Rodeo America Competitions:** I have not been a contestant in any prior year's Miss Rodeo America Pageant.
- 15. **No Other Acts Detrimental to Reputation:** I have not engaged in any act, which if made public, would be reasonably likely to cause harm or damage to my reputation or to the goodwill and reputation of Miss Rodeo Texas, Inc. (If I have any concerns about the applicability of this provision, I acknowledge I have been advised to discuss this with the Miss Rodeo Texas State Director prior to signing this form.)
- 16. **Ability to Perform:** To the best of my knowledge, there is nothing that will interfere with my ability to compete in this contest or to perform the obligations of Miss Rodeo Texas, if selected.

Verification All Statements are True: I VERIFY THAT I HAVE READ THE FOREGOING STATEMENTS AND ALL OF THE FOREGOING STATEMENTS ARE TRUE.

| CONTESTANT NAME: | _DATE: |
|-----------------------|--------|
| | |
| | |
| CONTESTANT SIGNATURE: | |
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Initials _____

Exhibit B MISS RODEO TEXAS, INC. PARTICIPANT RELEASE FORM

In consideration of my participation in the Miss Rodeo Texas Pageant, in accordance with the rules of such pageant, and for other good and valuable consideration, the receipt of which is acknowledged, I, the undersigned contestant, represent, warrant, and agree to the following:

- **1. Age; Citizenship**. I state that I am: (a) over 20 years of age and legally authorized to execute this Release, and (b) a citizen or legal resident of the United States of America. I further state that all participant information stated below is true and correct.
- 2. Authorization to Use Images. I authorize Miss Rodeo Texas Inc. and their licensees, representatives, successors and assigns, (collectively "MRT") to use my name, voice, likeness, images or signature (collectively referred to as "Images") in any manner and in any medium and for any purpose which they choose, including without limitation print, radio, television, audio-visual recording, electronic or magnetic media, computer disks, computer file servers, CD-ROM's, on the Internet, including the World Wide Web, or in any type of computer network or for advertising in or for any of those media. The Images used may include still images, motion pictures, videotape, audio- visual recordings, live or recorded broadcasts. I further waive any right I may have to approve any Image or its use in any future materials. I further grant MRT the right to edit, alter or modify any image in any manner it deems appropriate.
- **3. Perpetual Right to Use Images**. This authorization includes a perpetual license to use my Images and to license or permit others to use, post, copy or reproduce such Images. I further authorize MRT or their licensees to alter, edit or modify the appearance of my Images in any manner they deem appropriate for use in such media.
- **4.** Assignment of Any Rights in Images. To the extent I may have any rights in the Images, I assign any rights I may have in the images, including copyright, to MRT.
- **5. Image Release**. I release and discharge MRT, its licensees, successors, assigns, agents, employees and representatives from all claims, demands and liabilities arising out of or related to their use of my Images in any manner reasonably contemplated by this agreement, including without limitation any claims for defamation, libel, slander, invasion of privacy or infringement of the right of publicity.
- **6. Indemnity**. I agree to indemnify and hold MRT harmless from any and all claims, demands, actions or causes of action (including attorneys' fees) based upon, arising out of or related to: (a) MRT's use of my Images as described in this agreement, (b) any violation by me of this agreement, and (c) any false or misleading statements made by me in connection with the information I have provided to MRT related to the subject matter of this agreement.
- **7. Right to Edit Images**. It shall be within MRT's sole discretion to determine if, where how and in what manner my Images are used. I grant MRT the right to alter or edit the Images as it may deem necessary or appropriate.

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- **8. No Additional Compensation**. Except as specifically stated otherwise in a written agreement by MRT, I acknowledge that no additional compensation is due to me for the use of my Images as contemplated by this agreement.
- **9. Arbitration**. In the event of a dispute arising out of or related to the subject matter of this agreement, I agree that such matter will be resolved by binding arbitration by an arbitrator to be mutually selected by the parties. If the parties are not able to agree upon an arbitrator one shall be selected in accordance with the rules for commercial arbitration of the American Arbitration Association and the arbitration shall be held in accordance with the commercial arbitration rules of the American Arbitration Association. Any such arbitration shall be held in the State of Colorado.
- 10. Assumption of Risk/Acknowledgment of Inherent Danger: As part of my participation in the Miss Rodeo Texas Pageant, I understand that I will be asked to participate in certain rodeo activities, related activities, or other activities where horses, livestock and other large animals may be present or involved. I represent and warrant that I am experienced in these and similar activities. These activities are or may be inherently risky, and I know that the risks involved include the risk of potential death or serious bodily injury. I state that I am aware of the risks of being involved in these activities. I further represent and warrant that I am voluntarily participating in these activities knowing the potential risks involved. I release and discharge MRT, and all its employees, agents, representatives, volunteers, officers, and director from all liability of every kind and nature that may be involved in participating in these types of activities.
- **11. Background Checks:** Contestant consents to allow MRTI to run a background check prior to their acceptance as a contestant in the Miss Rodeo Texas Pageant.

| DATE: | |
|---------------------------|-----|
| | |
| CONTESTANT SIGNATU | RE: |
| | |
| STATE: | |
| J., (12. | |
| Participant Information | |
| Name Printed | |
| Address | |
| Telephone Number | |
| Date of Birth | |