

**MISS SPRING MOUNTAIN FESTIVAL
PAGEANT CONTESTANT CONTRACT**

- *Queen contestants will be between 16-21 years of age on or before **January 1, 2023***
- *Teen contestants will be 13-15 years of age the date of the pageant.*
- *I am not, nor have ever been married*
- *I have never been pregnant, nor have I ever given birth to a child*
- *I am a natural born female citizen of the United States*
- *I have never been convicted of a crime*
- *I understand that I will NOT be allowed to hold another AFF Title and may compete in other systems *per my Director's approval.**
- *I understand that I am obligated to participate in activities during The Spring Mountain Festival, The Spring Mountain Festival Parade, **The WV Association of Fairs and Festival (January 2023)** and other events as decided by the pageant director.*
- *I understand that the judges' decision is FINAL – No exceptions!*
- *I understand that I may be called upon to make public appearances for no compensation.*
- *I will not make appearances or use my title without the express written or verbal consent & authorization of The Spring Mountain Festival Pageant Director.*
- *I permit my likeness, name, title, image, and biographical information to be used without charge for publicity and commercial purposes. I also understand that I may be called upon to appear on television, on the radio, and/or in print*
- *I will not give any written or oral endorsement without the complete written and/or oral authorization from the Spring Mountain Pageant Director*
- *I understand that I will not be entitled to a refund of any kind if I withdraw from the competition, unless deemed an emergency by the pageant organizers and staff of volunteers.*
- *I understand that should I not fulfill my obligation, for any reason, I will relinquish my title, I understand that I will forfeit all prizes, crown, sash, title and must send them back, in good condition to The Spring Mountain Pageant Director.*
- *I will not hold, The Spring Mountain Festival Pageant Director the pageant organizers, judges, volunteers, sponsors, hostesses, committee members, owners of the facility where the event is held, and all others involved with the production of the event, responsible for any liability arising from personal injury, illness, property loss or damage, or similar cause. I also understand that any and all litigation will be held in the state of West Virginia and under West Virginia law.*
- *I understand that I am responsible for my own travel, food and lodging to the pageant/festival.*
- *The Spring Mountain Festival Pageant Director, its volunteers, officers, and pageant personnel are not responsible for accidents, injury or theft incurred at the time of The Spring Mountain Pageant /festival, or travel to and from.*
- *The Spring Mountain Festival Pageant Director & The Spring Mountain Festival are not responsible for negligence or fraud on the part of pageant sponsors, judges, or contract vendors (e.g., photographer, videographer, etc.) which may be providing products or services to delegates at The Spring Mountain Festival Pageant.*
- *The Spring Mountain Festival Pageant Director, The Spring Mountain Festival, it's volunteers, judges, staff, officers, production team, or anyone associated with the event itself are not*

responsible for loss, theft, or damage caused to any and all prizes, gifts, and awards bestowed upon entrant after these items become the property of entrant. Entrant agrees to incur replacement and/or repair costs to lost, stolen, or damaged items including but not limited to: crown/tiara, sash, plaques, trophies, etc.

- Director reserves the right to cancel the event if the number of entries are not sufficient. In this event a full refund will be issued.
- From the date I sign this agreement and until the completion of my reign, I will conduct my activities and life in accordance with the highest ethical and moral standards, and I will not engage in any activity that might bring myself, directors, and The Spring Mountain Festival, ridicule, contempt or scandal or might otherwise reflect unfavorably upon any of the foregoing individuals or entities or might shock, insult or offend the community or any class or group thereof. I acknowledge that, by way of example, and without limiting the generality of the foregoing in any way, appearing in public or permitting myself to be photographed in a state of partial or total nudity or in a lewd, compromising or sexually suggestive manner constitutes a violation of this provision (this includes photographs, images or videos that may appear on any web site or social media Platform such as Facebook, or that may be recorded or captured privately [and is distributed to any other person or entity]). If, from the date I sign this Agreement and until the completion of my reign, if I am arrested or charged with the commission of a crime (including, without limitation, reckless or drunk driving or minor in possession of alcohol or illegal possession or use of drugs) or engage in any criminal activity in violation of this provision and if during my reign have knowledge of any such arrest, criminal charges or activities becomes known to you or The Spring Mountain Festival Pageant Director than The Spring Mountain Pageant Director, may terminate my reign as The Spring Mountain Festival Queen or The Spring Mountain Festival Teen Queen. Decisions on all matters arising under this provision shall be conclusive.
- The Spring Mountain Festival Pageant Director reserves the right to amend these rules at any time.

By signing below, you agree to adhere to all rules and regulations set forth by The Spring Mountain Festival/Pageant its staff and constitute this Agreement a binding agreement and contract between the contestant and The Spring Mountain Festival/Pageant Director.

_____ Date _____
(Signature of Contestant)

If the contestant is a minor, I represent and warrant that I am the parent or legal guardian of the minor whose name appears above, that I have read and approve of the foregoing agreement, and accept it as a binding agreement and contract. I agree that I and my child shall be bound and obligated by the terms set forth in this agreement

_____ Date _____
(Signature of Parent/Guardian)(If minor)