

**2023 (for 2024) MISS RODEO KENTUCKY PAGEANT
PARTICIPANT RELEASE FORM**

In consideration of my participation in the Miss Rodeo Kentucky 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 18 years of age and legally authorized to execute this Release and/or my parent/guardian is over the age of 18 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 Kentucky and their licensees, representatives, successors and assigns, (collectively "MRK") 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 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 MRK 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 MRK 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 MRK.

5. **Image Release.** I release and discharge MRK, its licensees, successors, assigns, agents, employees and representatives from any and 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 MRK harmless from any and all claims, demands, actions or causes of action (including attorneys' fees) based upon, arising out of or related to: (a) MRK'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 MRK related to the subject matter of this agreement.

7. **Right to Edit Images.** It shall be within MRK's sole discretion to determine if, where, how and in what manner my Images are used. I grant MRK the right to alter or edit the Images as it may deem necessary or appropriate.

8. **No Additional Compensation.** Except as specifically stated otherwise in a written agreement by MRK, 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. In the event that 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 Phoenix, Arizona.

10. **Assumption of Risk/Acknowledgment of Inherent Danger:** As part of my participation in the Miss Rodeo Kentucky 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 MRK, and all of its employees, agents, representatives, volunteers, officers and director from any and all liability of every kind and nature that may be involved in participating in these types of activities.

Signature of Participant

Date

Signature of Parent/Guardian, if under 18

Date