

# Distinguished Young Women Foundation State Participant's Agreement 2023

Participant's Full Name: \_\_\_\_\_  
First Middle Last

Participant's Address: \_\_\_\_\_

Participant's Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of State Program: \_\_\_\_\_ Program Year: 2023

Address of State Program: \_\_\_\_\_

Distinguished Young Women is a national scholarship program for high school girls to develop their full, individual potential through a fun, transformative experience in Life Skills Workshops, positive peer environments and a celebratory showcase of their accomplishments.

The undersigned, the Distinguished Young Woman of \_\_\_\_\_ for 2023, a winner or representative of a duly licensed Local or At-Large Program of Distinguished Young Women for the applicable Program Year, hereby enters into this Agreement to be a participant ("Participant") in the program known as Distinguished Young Woman of \_\_\_\_\_ ("State Program") for the 2023 State Program year. In consideration of Participant's participation in the State Program, Participant represents that, except as otherwise provided, all the statements and requirements contained herein are correct as of the date of this Agreement and shall have been correct at all times during Participant's participation in or contractual obligation to any program or contest involving Distinguished Young Women Foundation or its or their duly authorized licensees, regardless of designated program name or title (the "Program(s)"). Participant may not compete in any State Distinguished Young Women Program other than this State Program. Participant understands that if she is selected as the State Program's representative, she will make herself available to participate in the National Program of Distinguished Young Women ("National Finals"), **tentatively scheduled from June 13-26, 2023**, subject nonetheless to all requirements and contract terms as such National Program may impose or require.

## 1. Qualifications:

- Citizenship & Residency Status: Participant represents that she is either a female citizen or female permanent resident of the United States of America and is a bona fide resident of the licensed state referenced above. Participant shall submit proof of U.S. citizenship (a birth certificate or passport) or permanent residency status (a green card) at any time as requested by the Programs.
- High School Senior: Participant shall be a bona fide high school senior enrolled in the senior class of a high school or other approved educational program of equivalent scholastic standing ("High School") at the time of the State Program, will have been a High School senior continuously during the six months preceding the 2023 National Finals of Distinguished Young Women, and will not graduate from such High School prior to April of 2023. Participant understands that she must meet any minimum grade point requirement established by the State Program.
- Status: Participant shall be single, shall never have been married, had a marriage annulled; nor had a child, nor shall she be pregnant.

2. Certificate of Health: Participant will submit a Health Form at any time requested throughout her participation in the Programs.

3. No Entry Fee: Participant understands that the Programs may not currently require participants to pay an entry fee as a prerequisite to participation in the Programs but that any Program may institute same at any time in the future as a condition to continued participation. The only exception is that a Participant from an At-Large program may be required to pay the same license fee to the State Program as the Local Programs are required to pay in that State.
4. No Promotional Activities: Participant agrees that she has not authorized any person, firm, corporation or other entity to use her name, photograph, picture, likeness, or any titles she may have earned or been awarded in connection with an endorsement, advertisement or promotion of any commercial product or service. Participant further agrees that she is not under contract or agreement of any kind with any person, firm, corporation or other entity with respect to any promotional activities of any kind, has not made any similar commitments for the future; and has no obligations of any kind which would prevent her participation and appearance in the Programs or her compliance with the terms and conditions of this Agreement.
5. No Promotional Pictures: Participant agrees that she will not permit any promotional pictures to be taken of her in inappropriate or unauthorized attire (e.g., swimsuit, crown, tiara, or sash) during her participation in, or while under contract with, the Programs.
6. Full Participation: Participant will participate in all of the series of events leading up to the final selection of the State Representative of the State Program. She will abide and be bound by the rules and regulations governing and/or established from time to time by the Programs. Participant understands that her participation in the State Program authorizes any of the Programs, its sponsors and anyone duly licensed by the Programs, to televise, broadcast on radio, television, or other electronic media, or photograph her singly or in a group, either in connection with the Programs or otherwise. Participant also agrees to execute such releases, consents and other forms requested from her by the Programs.
7. Talent: Participant shall possess and perform a talent. This talent may be in the form of singing, dancing, playing a musical instrument, dramatic reading or recitation, or other approved talent. It is expressly understood that if Participant's talent performance exceeds 90 seconds, she shall be automatically disqualified from receiving any points in the Talent category.
8. No Other Contests: While she is a participant in or under contract with the Programs, Participant agrees that she will not enter or allow herself to be entered in or hold a current title or awarded position in, any program which may be deemed by the Programs to be similar to the Programs or which may be deemed to be inappropriate.
9. Scholarships: Participant understands that scholarships and other awards provided by the Programs are administered through the America's Junior Miss Scholarship Foundation, the State Program's scholarship foundation, or a Local Program's scholarship foundation. All scholarships and awards are subject to the rules and regulations of the respective foundation as may be changed from time to time. The appropriate foundation will supply a copy of the rules and regulations to Participant within a reasonable time after she is awarded a scholarship or award from any of the Programs.
10. Final Decisions: Participant understands and agrees that the time, manner and method of selecting the State Representative of the State Program and the awarding and supervision of the State Program scholarships shall be within the sole discretion of the State Program, subject to the State Program's agreements with the Program's National Office. Participant understands that the decision of the persons designated to determine the winners of the various events and any and all matters pertaining to the selection of the winners of the Programs shall be final and non-contestable.
11. Agency: Participant agrees that if selected as the State Representative of the State Program, she constitutes and appoints the State Program as her sole and exclusive agent on and in her behalf for all press releases, statements to the press, contracts, engagements, and all theatrical, artistic or commercial endeavors during the period from the date of such selection until termination of this Agreement.

12. Publicity: Participant understands that any photographs, telecasts, electronic media broadcasts and pictures (“Media Materials”) made of her, either individually or in a group, as a participant in any Program, shall become the exclusive property of such Program. The Media Materials may be used by such Program or anyone licensed or designated by it, for publicity, advertising, or any other use which is consistent with the goals of the Programs. Participant also agrees to execute such releases, consents and other forms as shall be requested from her for this purpose by any Program.

13. Rejection: Participant understands that the State Program reserves the right, in its sole discretion, to reject any applicant or participant, in any of its Programs, provided that such rejection is not based on unlawful criteria including, but not limited to, race, color, religion, national origin, physical handicaps, or disabilities.

14. Termination/Forfeiture: Participant understands that in the event she is chosen State Representative and is deemed by the State Program to have failed to abide by all the rules and regulations of the State Program, she shall forfeit her title of State Representative of the State Program and her opportunity to participate in the National Program, together with such of the scholarship funds as the State Program determines to be appropriate. The parties to this Agreement further agree that the State Program reserves the right, if the State Program deems the Participant to have engaged in any behavior, taken any action, failed to act in any manner and at any time, which, in their sole discretion, is deemed unbecoming or to reflect poorly on their Program, to immediately rescind, cancel, revoke or otherwise terminate this Agreement, with such State Representative in which event she shall forfeit her title of State Representative of the State Program and her opportunity to participate in the National Program, together with such of the scholarship funds as the State Program determines to be appropriate, provided that such rejection is not based on unlawful criteria including, but not limited to, race, color, religion, national origin, physical handicaps, or disabilities. Participant further understands that the State Program and National Program are separate legal entities and if she is chosen as State Representative and is deemed by the National Program to have engaged in any behavior, taken any action, failed to act in any manner and at any time, which, in their sole discretion, is deemed unbecoming or to reflect poorly on their Programs that she may be denied participation by them in their respective Programs.

15. No Immediate Family: Participant represents that no member of the Participant’s immediate family is employed by any of the Sponsors of the Programs, or is a volunteer or employee of any of the Programs.

16. Term: Other than those provisions contained in paragraphs 9, 10 and 12 above and the Parental Consent provision below, all of which shall survive the termination of this Agreement, this Agreement shall automatically terminate at the conclusion of the State Program, unless Participant is selected State Representative. If so selected, this Agreement shall terminate at the later of the completion of the next year’s State Program or Participant’s entering into a Participant Agreement for the National Finals.

17. Governing Law and Venue: This agreement shall be governed and construed in accordance with the laws of the State of Alabama without regard to conflict of laws principles. The parties hereby irrevocably and unconditionally (i) consent to submit to the jurisdiction of the courts of the State of Alabama for any action, suit or proceeding arising out of or relating to this agreement (and the parties hereby irrevocably and unconditionally agree not to commence any such action, suit or proceeding except in such courts), (ii) waive any objection to the laying of venue of any such action, suit or proceeding in any such courts, and (iii) waive and agree not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

18. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

IN WITNESS WHEREOF, the Participant executes this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Printed Name

Parental Consent: We the undersigned, as parents and natural guardians (or the duly appointed, qualified and acting legal guardians) of the foregoing Participant, on behalf of said Participant, and for ourselves, do hereby consent and agree to all the terms and provisions of this Agreement.

We understand that there are certain risks of injury inherent in the practices and performances in connection with the State Program, including but not limited to with respect to the fitness routine, and we are willing to assume these risks on behalf of our daughter. We hereby certify that the Participant is fully capable of participating in the State Program and that she is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in these activities, except as listed here:

\_\_\_\_\_  
\_\_\_\_\_

In addition to giving our full consent for the Participant's participation, we do hereby waive, release and hold harmless the Programs, along with its volunteers and staff, for any injury that may be suffered by the Participant in the normal course of participation in the State Program and the activities incidental thereto, whether the result of negligence or any other cause.

We further agree in consideration of Participant being admitted as a participant in the State Program, to indemnify and hold harmless the State Program and all the Programs and Distinguished Young Women Foundation from any and all losses suffered, resulting or occurring as a result of our daughter's participation in the Programs or of the breach of any of the above terms or provisions and to guarantee the performance of said terms and provisions.

We do further agree that we have not heretofore authorized any person, firm, corporation or other entity to use the name, photograph, picture, or likeness of Participant in connection with an endorsement or advertisement of any commercial product or service for or on behalf of the Participant and we do further agree not to do so during the term of this agreement.

IN WITNESS WHEREOF, we execute this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Witness

Approved and accepted at \_\_\_\_\_ (city), \_\_\_\_\_ (state), this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[This agreement does not need to be notarized]

State Program: \_\_\_\_\_

By: \_\_\_\_\_  
State Chairperson