



WAIVER AGREEMENT

THIS AGREEMENT is made between the Clements Buckaroos, Inc. of P.O. Box 237 19813 E. Hwy 88, Clements, California 95227, and _____, hereinafter referred to as "Contestant".

WHEREAS, Clements Buckaroos, Inc. conducts the Miss Clements Stampede (hereinafter referred to as "Contest"), including the creation, publication and administration of all rules and regulations thereto, and WHEREAS, Contestant desires to compete in Contest,

NOWHEREFORE, in consideration of the mutual promises sent 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 by deliver hereof, it is agreed:

1. Contestant represents she (a) has read all Contest rules and regulations; (b) has received a 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, and all such questions have been fully answered.
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;
 - 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 of scheduled naming of the contest winner(s) and
 - In no way act to withhold information from CB 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).
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. CB 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 Clements Buckaroos are the sole and exclusive entity to determine the existence and/or non-existence of a violation of rules and regulations, and that Contestant shall be finally bound by Pageant's determination, the same to be final and binding between the parties hereof. Contestant further agrees that Pageant is the sole and exclusive authority to interpret and enforce its rules and regulations. In any legal proceeding in which CB shall be awarded any judgment enforcing any term and/or condition of this Agreement, CB, its employees, agents, sponsors, and/or representatives shall also receive reasonable attorney's fees and all costs incurred in the prosecution and/or defense of said action. I agree to indemnify and hold harmless committee members, CB Board Members, agents and employees or any of the contestants together with those persons and entities who allow use of vehicles, donate horses for use by myself and other contestants from any claims resulting from the loss, accident or injury received by me in connection with participation by me in any event, parade or performance or other pageant activities. I agree to abide by the rules and regulations and understand that any violation of the rules and regulations may disqualify me from the competition. I certify that I have read and agree to abide by the rules and regulations of the Miss Clements Stampede contest. I hereby release the right, title and claim of any photographs that may be taken by the Clements Buckaroos, Inc. for their use in promotion and publicity.

THIS IS A LEGAL INSTRUMENT EFFECTING YOUR RIGHTS, AND AN ATTORNEY SHOULD BE CONSULTED PRIOR TO EXECUTING THE SAME.

Made and executed on this ____ day of _____, _____

Contestant Signature _____ Date _____

Parent / Guardian Signature _____ Date _____