

DÉJÀ VU® PRESENTS  
**SHOWGIRL  
OF THE YEAR®**

CONTESTANT AGREEMENT AND RELEASE FORM  
2024 Showgirl of the Year Competition

**NOTE: THIS IS A LEGAL DOCUMENT. PLEASE READ IT OVER CAREFULLY. BY SIGNING THIS AGREEMENT AND RELEASE, YOU WILL BE WAIVING CERTAIN LEGAL RIGHTS AND OBLIGATING YOURSELF TO ENGAGE IN CERTAIN CONDUCT. DO NOT SIGN THIS DOCUMENT UNLESS YOU ARE AGREEABLE TO THE TERMS CONTAINED BELOW.**

The undersigned, \_\_\_\_\_ (“Contestant”), an individual, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, including but not limited to:

A. The opportunity to compete in the 2024 Showgirl of the Year Competition (the entire 2024 Showgirl of the Year Competition, including all phases thereof, is sometimes hereafter referred to as the “**Competition**”), and the consequent ability to win certain prizes and awards associated therewith;

B. Reasonable transportation provided by \_\_\_\_\_ (the “**Home Club**”) to and from the club where the regionals and finals will be held (“**Hosting Club**”) if the undersigned wins first place at locals and first or second place at regionals;

C. Payment by the **Home Club** of her/his reasonable lodging expenses, if necessary, at a hotel or similar accommodation near the vicinity of **Hosting Club** for the period of the **Competition**, and her/his reasonable transportation costs to and from the hotel and to and from the **Hosting Club**;

D. The advertising value to the **Contestant’s** professional occupation inherent in the advertising and marketing of certain products concerning the **Competition** and the **Contestant’s** participation therein;

any one of which is acknowledged to be adequate consideration for the execution of this Agreement and Release, agrees on behalf of herself/himself, her/his heirs, executors, personal representatives, administrators, successors and assigns, to the following:

**Contestant** hereby forever releases and discharges the **Home Club and the Hosting Club**, and any other participating club (“**Go BEST!™**”) and any and all affiliated corporations and/or other entities, as well as their respective owners, agents, employees, representatives, consultants, shareholders, directors, officers, partners, servants, predecessors, successors, attorneys, judges and insurers (collectively the “**Released Parties**”), and each and every one of them, of and from any and all claims or other matters of every conceivable kind and nature whatsoever relating to the **Competition** or any activities relating thereto, or in connection with **Contestant’s** travel to or from the **Competition**, or any matters relating to **Contestant’s** stay or activities while at the **Hosting Club**. Furthermore, for the same consideration, **Contestant** agrees to fully indemnify and hold harmless the **Released Parties** from any and all claims which may hereafter be asserted by **Contestant** or by any other person or entity against the **Released Parties** based upon any matters or items described in this paragraph or based upon any acts or omissions of or involving **Contestant** during the time of her/his stay at the **Hosting Club**.

**Contestant** hereby forever grants, sells and assigns to **Go BEST!™** and its assignees, transferees, licensees, licensors, consultants, advertisers, successors, legal representatives, and affiliated corporations and/or other entities (“**Go BEST!™**”), the absolute and irrevocable right and permission to copyright, use, reuse, produce, publish, publicly distribute, sell, assign, transfer, license, and/or reproduce visual representations and/or likeness of **Contestant** regarding her/his participation in the **Competition**, including but not limited to photographs, drawings, films, videotapes, paintings, portraits and other visual or graphic representations of any kind in which she may be included, in whole or in part, whether as a composite picture or distorted in character or form, made through any medium whatsoever (referred to herein as the “**Work**”).

**Contestant** hereby further grants **Go BEST!™** the ability and right to use the **Work** for any and all purposes whatsoever, including but not limited to uses for art, advertising, trade promotion and commercial gain, and this grant shall also include the right to artificially touch up, alter, change or enhance the **Work** in any fashion whatsoever either directly or in any finished materials or products utilizing the **Work**.

**Contestant** hereby further grants **Go BEST!™**, without limitation of any kind, the ability and right to utilize, together with or accompanying the **Work**, her/his own name or a fictional name chosen by **Go BEST!™**, and/or a “story line” or caption materials. **Contestant** understands and agrees that such “story line” or caption material may have broad “literary license” to the effect that the “story line” or caption material may not be factually accurate and may be totally fictional, and may depict her in a manner that may suggest unchastity or other behavior which may cause her embarrassment, shame, or other distress. Regardless of this fact, **Contestant** fully grants and consents to this Agreement and Release and the use of such “story lines” and captions. It is specifically understood that among other media uses, the **Work** may be published and used on **Go BEST!™** powered websites and in the **Go BEST!™** videos.

**Contestant** hereby waives any and all right to inspect and approve either the **Work** or the finished materials or products that may use the **Work** in any form whatsoever, or to approve the eventual use for which the **Work** or the materials or products utilizing it may be applied.

**Contestant** acknowledges that **Go BEST!™** will be the sole owners of all rights, including copyrights, in and to the **Work** and any copies, for all purposes.

**Contestant** hereby releases, discharges, and agrees to defend and save harmless **Go BEST!™** and all parties acting under their permission or authority or those for whom they are acting, from and against all liability as a result of any use or publication of the **Work**, or any distortion, blurring, alteration, optical illusion, change in composition or other form, whether intentional or not, which may occur in the processing, production, publication, or reproduction or use of the **Work**, even though it may subject **Contestant** to humiliation, ridicule, scandal or any other indignity of any kind whatsoever.

**Contestant** acknowledges that she must be willing to compete in the Regionals and National competition, all upon the terms and conditions contained herein and any rules established by **Go BEST!™** and/or the **Hosting Club** with regard to the same.

**Contestant** acknowledges and agrees that her/his participation in the **Competition**, or her/his voluntary performing at the **Hosting Club**, shall not be construed as making her an employee of any of the **Released Parties**, and she shall be responsible for any and all tax liabilities or obligations in connection with any prizes or awards won by her in the **Competition**, any items otherwise provided to her by any of the **Released Parties** in connection with the **Competition**, and any income earned by her while performing at the **Hosting Club**.

**Contestant** may at the **Hosting Club's** discretion be listed as the host of the **Competition** for which her appearance is being made. **Contestant** shall use her best efforts to promote the **Competition** on all social media outlets related to said **Competition**. **Contestant** agrees to help with promotion of the **Competition** by participating in radio interviews and other types of media subject to the **Contestant's** professional availability.

**Contestant** specifically understands that the transportation costs described above are for her/his personal transportation and for reasonable luggage only; **CONTESTANT WILL BE SOLELY RESPONSIBLE FOR ANY ADDITIONAL CHARGES, INCLUDING BUT NOT LIMITED TO THE COST OF PROVIDING AND SHIPPING OF ANY PROPS.**

**Contestant** consents to the photographing and videotaping of her either individually or in combination with other contestants during the **Competition**, and to the publication and use of such photographs and video tapes, all upon the terms contained herein.

**Contestant** represents that she has received legal advice, or has had the opportunity to receive legal advice, regarding the execution of this Agreement and Release, and that she is acting upon her/his own free will and judgment, is not functioning under any mistake of fact and has not been subjected to any undue influence, coercion or fraud, and that she is under no legal disability to execute this instrument. **Contestant** further represents and warrants that she is of legal age to perform in this event and will provide appropriate proof of same upon request.

If any provisions of this Agreement and Release or application of it to any person or circumstance shall, to any extent, be determined in a court of law to be invalid, the remainder of this Agreement and Release or the application of any provision to persons or circumstance other than those to which it has been held to be invalid, shall not be affected and each provision of this Agreement and Release shall be valid and enforceable to the fullest extent permitted by law.

This Agreement and Release shall be interpreted, enforced and governed by the laws of the **Hosting Club's** State, and **Contestant** consents and agrees that the jurisdiction and venue for any action based upon matters described herein shall be in the county of the **Hosting Club**.

This Agreement and Release constitutes and contains the entire agreement and understanding between the parties and supersedes all prior negotiations, proposed agreements and understandings. No agreement shall be effective to change, modify or terminate this Agreement and Release, in whole or in part, unless the same is in writing and duly signed by the party against whom enforcement of the change, modification or termination is sought.

**CONTESTANT REPRESENTS THAT SHE HAS READ THE ENTIRE CONTENTS OF THIS AGREEMENT AND RELEASE, THAT SHE FULLY UNDERSTANDS ALL OF ITS TERMS, AND THAT SHE EXECUTES IT FREELY AND VOLUNTARILY WITH THE INTENT TO BE BOUND THEREBY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND CONSEQUENCES.**

IN WITNESS WHEREOF, the undersigned has set her/his hand hereto as the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Witnesses (two required):

**“Contestant”**

\_\_\_\_\_

\_\_\_\_\_  
(Legal name-signature required)

\_\_\_\_\_

\_\_\_\_\_  
(Stage name-please print)

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Attach a copy of **Contestant's** Driver's License or other government issued ID proving date of birth

Attach a Photo of the **Contestant** here.

**Contestant** to submit the model release form [here](#).

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