

Miss Rodeo Oregon Inc. Foundation



*Official Affiliate of
Miss Rodeo America, Inc.*

Miss Rodeo Oregon 2027

Performance Contract

MISS RODEO OREGON PERFORMANCE CONTRACT

THIS AGREEMENT made and executed on this day of **July 11, 2026** by and between Miss Rodeo Oregon Inc. Foundation, (hereafter “MROIF”) and Miss Rodeo Oregon 2027 (hereinafter, “MRO”), the declared winner of the 2027 Miss Rodeo Oregon Pageant:

Name (Printed): _____

of City/Town: _____, State of Oregon.

ARTICLE 1. RECITALS

WHEREAS, MROIF holds an annual contest to select a young woman to serve as a representative for the sport of professional rodeo within the State of Oregon, which is known as the Miss Rodeo Oregon Pageant (hereafter, “Pageant”) and;

WHEREAS, the young woman selected as Miss Rodeo Oregon shall promote the sport of professional rodeo and the western way of life, and serve as a role model in her community;

WHEREAS, MRO competed in and was declared the winner of the Pageant; **WHEREAS**, MRO, by virtue of being the winner of the Pageant has been vested with the title “Miss Rodeo Oregon,”

WHEREAS, MROIF holds all property rights to the title “Miss Rodeo Oregon” **WHEREAS**, MROIF has sole authority to determine and/or govern the rights, duties, obligations, appearances, and benefits associated with the title “Miss Rodeo Oregon”, **NOW AND THEREFORE**, for and in consideration of the mutual promises set forth herein, the mutual benefits derived herefrom, and other good and valuable consideration each provided unto the other, the receipt and sufficiency of which being conclusively acknowledged by execution and delivery hereof, it is agreed:

ARTICLE 2. TERM OF AGREEMENT

1. **Term of Agreement.** This Agreement shall be valid and legally binding upon both MROIF and MRO (collectively, the "Parties") beginning on the date of execution, **[Date of Execution TBD]**, and shall remain in effect until the completion of its final executable day, which shall be **December 31, 2027, at 11:59 PM.**
2. **Official Reign.** The official reign of MRO shall be for a period of one (1) year, beginning on **January 1, 2027**, and concluding on **December 31, 2027.**
3. **Binding Effect.** This Agreement shall be binding upon MRO, as well as upon her heirs, assigns, successors, trustees, receivers, legally appointed guardians, administrators, executors, and personal representatives. Additionally, this Agreement shall bind the Miss Rodeo Oregon Inc. Foundation.

ARTICLE 3. INCORPORATION OF THE MISS RODEO OREGON PAGEANT RULES AND REGULATIONS

1. **Pageant Rules.** The rules and regulations of the Miss Rodeo Oregon Pageant, a copy of which has been provided to MRO and Acknowledgement of Rulebook signed by her with the contestant's Pageant Application, are incorporated into this Agreement by reference. These rules shall govern the rights, duties, and obligations of MRO, except as otherwise specified in this Agreement, for the duration of her reign. A copy of the Miss Rodeo Oregon Pageant Rules and Regulations is attached hereto as **Exhibit A**.
2. **MROIF Regulations.** The parties agree that MROIF may, at any time during the term of this Agreement and with or without cause, create and implement additional rules and regulations governing MRO's conduct. MRO agrees to comply with all such regulations upon notification from MROIF. Additionally, MRO agrees that, unless otherwise agreed upon in writing by MROIF, she shall be accompanied and chaperoned by a member of the MROIF Board of Directors or an authorized representative of MROIF during all services, appearances, and engagements performed pursuant to this Agreement.
3. **Conditions Precedent.** The following conditions are precedent to this Agreement. If any of the following conditions are not met to the satisfaction of MROIF, this Agreement may, at the sole discretion of MROIF, be declared null and void:
 - a. MRO must meet all eligibility requirements of the Miss Rodeo Oregon Pageant, including, but not limited to:
 - i. Never having been convicted of a crime of moral turpitude;
 - ii. Never having been married, engaged to be married or pregnant;
 - iii. Being the eligible age to compete in the Miss Rodeo America 2028 Pageant
 - iv. Never having previously competed in the Miss Rodeo America Pageant.
 - b. MRO must have been selected as Miss Rodeo Oregon in the applicable year of the Miss Rodeo Oregon Pageant.
 - c. MRO must execute and deliver this Agreement to MROIF.
 - d. MRO must not have previously authorized, assigned, or contracted with any person, firm, corporation, or entity the right to use her name, photograph, likeness, or to appear for the purpose of endorsing or promoting any commercial product or service.

If any of the above conditions precedent fail, MROIF reserves the right to terminate or void this Agreement, in its sole discretion.

ARTICLE 4. MROIF RIGHTS AND AUTHORITY

1. **Exclusive Control.** MROIF shall, both during and after the term of this Agreement, have sole and exclusive control over, ownership of, and rights to utilize the following:
 - a. All photographs, recordings, televised or recorded appearances, and any broadcasted content featuring MRO that occur during the term of this Agreement; and
 - b. The trademark, the name "Miss Rodeo Oregon," and any registered logos or associated intellectual property.
2. **Exclusive Agent.** During the term of this Agreement, MRO hereby appoints MROIF as her

sole and exclusive agent. MROIF shall have the exclusive right to solicit, negotiate, contract for, and manage any appearances, recordings, public speaking engagements, interviews, modeling, or any other personal or professional representations involving MRO. This includes the use of the title “Miss Rodeo Oregon” in connection with MRO, regardless of compensation, and MROIF has the right to contract fees for these activities.

3. **Miss Rodeo Oregon Title:** MROIF grants MRO the exclusive title of “Miss Rodeo Oregon” during the term of this Agreement. This title is to be used in conjunction with MRO’s name. However, MROIF retains the following rights:

- a. Ownership of the registered name “Miss Rodeo Oregon”;
- b. Ownership of the registered logo of Miss Rodeo Oregon;
- c. All intellectual property rights, both tangible and intangible, associated with the title and logo during and after the term of this Agreement;

Furthermore, MROIF reserves the right for itself and former Miss Rodeo Oregon titleholders to use the title “Miss Rodeo Oregon (year)” or “Former Miss Rodeo Oregon,” which shall remain available for use by MRO following the conclusion of this Agreement, subject to the terms outlined herein.

4. **Intellectual Property:** MROIF holds exclusive ownership of the "Miss Rodeo Oregon" title, its trademark, logo, and all associated intellectual property. MROIF retains full and exclusive rights to the title and associated properties, including the right to control their use and prevent any unauthorized usage. Any use of the "Miss Rodeo Oregon" title, trademark, or logo without prior approval from MROIF is strictly prohibited.

ARTICLE 5. INDEMNIFICATION

MRO agrees to indemnify, hold harmless, and defend MROIF, its officers, directors, employees, agents, and representatives from and against any and all claims, lawsuits, damages, losses, injuries, liabilities, costs, expenses (including, without limitation, attorney’s fees), and other consequences arising out of or in connection with:

1. **Performance of the Agreement:** Any actions, omissions, or breach of obligations by MRO, or by MRO’s agents or representatives, in the course of performing duties under this Agreement.
2. **Injuries or Damages:** Any injury to persons or property caused by MRO during the term of this Agreement, including but not limited to accidents during official appearances, events, or while traveling as part of MRO’s role.
3. **Third-Party Claims:** Any third-party claims, whether arising from a breach of MRO’s conduct, including violations of MROIF policies, actions contrary to this Agreement, or other misconduct.
4. **Legal Proceedings:** Any lawsuits or legal proceedings brought against MROIF as a result of MRO’s actions or omissions, including but not limited to defamation, intellectual property infringement, personal injury, or violation of any laws, rules, or regulations.

This indemnification shall cover all costs, including but not limited to legal fees, settlements, or judgments, incurred by MROIF as a result of such claims.

The indemnification obligations set forth herein shall survive the expiration or termination of this Agreement, and MRO agrees to continue to indemnify MROIF even after the termination or expiration of the Agreement.

ARTICLE 6. DUTIES, CONDUCT, AND OBLIGATIONS OF MISS RODEO OREGON

1. **Duties of MRO.** During the term of this Agreement, MRO shall:
 - a. **Appearances.** MRO is required to attend designated rodeos, promotional events, media interviews, and other official events as identified by MROIF. These are collectively referred to as "Appearances." For official Appearances, MRO shall be entitled to reimbursement for her expenses from her titleholder account managed by MROIF.
 - b. **Promotional Activities.** MRO shall participate in photoshoots, interviews, and other promotional events as directed by MROIF. She shall authorize the use of her name, likeness, and image for promotional purposes, including advertising, media appearances, and other related activities. MRO shall participate in the Lady In Waiting Photo Shoot at Art of Aperture in Caldwell, Idaho. MRO shall only use photos from this photo shoot for all publicity purposes, unless permission is given by MROIF to use other photographs.
 - c. **Contracts and Agreements.** MRO shall sign and deliver all necessary contracts, releases, endorsements, or other documents required by MROIF to support its activities and promote the title.
 - d. **Western Attire.** MRO must appear in appropriate Western attire, including a cowboy hat, sash, crown, trophy buckle, boots, and other accouterments associated with the title. Western boots with a dress heel must be worn all times MRO is wearing a dress or a skirt. All clothing and accessories must be clean, pressed, and approved by MROIF.
 - e. **Behavior and Representation.** At all times, MRO shall act in a manner that promotes the best interests of MROIF, the Miss Rodeo Oregon Pageant, and the title of Miss Rodeo Oregon. She shall not allow unauthorized use of her title, image, or any associated accouterments by third parties without MROIF's prior approval.
 - f. **Health Insurance.** MRO must maintain health insurance coverage throughout the term of this Agreement.
2. **Conduct and Training.** Suggestions and instruction on make-up, hair, walking, talking, manners, personality, horsemanship, and general overall training may be given. MRO will take this in good faith and understand that none of it is personal, those helping her are only acting in her best interest.
 - a. **Professionalism and Gratitude.** MRO must send thank-you notes to host families, sponsors, and others who support her during her reign.
 - b. **Guidance and Advice.** MRO is expected to adhere to the guidance of the MROIF Board of Directors and National Director–MRAI Oregon regarding clothing choices, styles, and public presentation.
 - c. **Training and Development.** MRO may be required to attend classes or clinics for

skills such as makeup, hair, horsemanship, public speaking, and overall training. She agrees to accept constructive feedback in good faith, understanding it is intended to support her success.

- d. **Compliance with Guidelines.** MRO shall adhere to the timelines and rules specified in the MROIF Titleholder Handbook, including Lady-in-Waiting, Titleholder, Financial, and Coronation Guidelines.
 - e. **Discretionary Conduct Provisions.** Any action or behavior by MRO not explicitly covered in this Agreement that jeopardizes the reputation of the title may result in action by the MROIF Board of Directors, up to and including termination of the Agreement.
3. **Obligations.** MRO agrees to fulfill all obligations set forth to uphold the integrity, mission, and reputation of MROIF and the title she represents. These obligations are essential to her role.
- a. **Third-Party Agreements.** MRO shall not enter into any contract or agreement with third parties that conflicts with her obligations under this Agreement or allows unauthorized use of the Miss Rodeo Oregon title.
 - b. **Sponsored Vehicles.** If MRO is provided with a truck or horse trailer, she must maintain insurance coverage, naming MROIF as an additional insured. Any damages exceeding insurance coverage shall be MRO's responsibility. Sponsored vehicles must be returned clean and in good condition.
 - c. **Appearance Standards.** At all appearances, MRO must be dressed in appropriate Western attire and groomed to a high standard, including styled hair, suitable makeup, and manicured nails.
 - d. **Insurance Requirements.** MRO must maintain legal liability insurance for any vehicle and/or horse trailer used in connection with her role as Miss Rodeo Oregon.
4. **Participation in the Miss Rodeo America 2028 Pageant**
- a. **Participation.** Participation in the Miss Rodeo America Pageant is a required duty of MRO and constitutes one of the primary purposes of her title to maintain MROIF's Participation Agreement. MRO shall represent the state of Oregon and MROIF at the MRA Pageant, demonstrating excellence in horsemanship, public speaking, and overall ambassadorship for the Western way of life. MROIF does not guarantee financial assistance for expenses related to MRO's participation in the Miss Rodeo America Pageant, including, but not limited to travel, attire, or other associated costs.
 - b. **Ineligibility.** If MRO is found to be, or becomes ineligible to compete in the Miss Rodeo America Pageant, that shall constitute a material breach of this Agreement and will result in an immediate termination of this Agreement.
 - c. **Failure to Attend.** Failure to attend the Miss Rodeo America Pageant, unless due to exceptional circumstances approved by MROIF, constitutes a breach of this Agreement and will result in financial penalties. MRO shall reimburse MROIF for any and all funds expended on her behalf in preparation for or in connection with the Miss Rodeo America Pageant. This includes, but is not limited to, entry fees, attire,

travel expenses, coaching, and any other direct or indirect costs incurred by MROIF. At the discretion of MROIF, MRO may forfeit all or a portion of awarded scholarships for failure to participate in the MRA Pageant.

5. **Return of Perpetual Items.** At the conclusion of her reign or upon termination of this Agreement for any reason, MRO is required to return all perpetual items provided to her by MROIF. A complete list and the value of these items is set forth in **Exhibit B** attached to this Agreement.
 - a. **Condition of Items.** All perpetual items must be returned in clean and presentable condition, free of damage beyond normal wear and tear. Any items requiring cleaning or repair will be done at the expense of MRO.
 - b. **Timeline for Return.** Items not required for use at the Miss Rodeo America Pageant or other MROIF-approved events must be returned no later than the MRO Send-Off Party, or as otherwise specified by MROIF. Items used at the Miss Rodeo America Pageant or other events must be returned no later than December 21st of MRO's reigning year, following the conclusion of the Miss Rodeo America Pageant.
 - c. **Shipping and Insurance.** If items are returned by mail, they must be shipped using an insured method with coverage equal to the value listed in **Exhibit B**. The cost of shipping and insurance is the responsibility of MRO.
 - d. **Liability for Loss or Damage.** MRO is liable for the full replacement value of any perpetual item lost, stolen, or damaged beyond repair while in her possession. In such cases, MROIF may demand reimbursement for the replacement cost or deduct the value from any amounts owed to MRO.
 - e. **Final Certification.** Upon returning the items, MRO must complete and sign a certification confirming the return of all perpetual property to MROIF. MROIF will issue a written acknowledgment upon receiving and inspecting the items.

ARTICLE 7. CONDUCT REQUIREMENTS AND PROHIBITED ACTIONS To maintain the integrity and reputation of the Miss Rodeo Oregon Pageant, the following conduct standards are mandatory for MRO. Violation of these standards may result in forfeiture of the title, as determined at the sole discretion of MROIF:

1. Actions that can result in loss of title:

- a. **Pregnancy, Parenthood and Marital Status.** MRO shall not be pregnant or previously married at any time during the term of this agreement and must certify that she has never been pregnant, engaged to be married and/or married prior to competing in the Pageant. MRO may also not be a legal parent to any child. During MRO's term as Miss Rodeo Oregon she shall not marry, become engaged to be married, become pregnant, and/or become the legal parent of a child during the course of this Agreement. MRO may not publicize any engagement of marriage during the term of this Agreement.
- b. **Criminal Behavior.** MRO shall not be charged with and/or determined to have committed any crime of moral turpitude during the term of this agreement, or prior to signing this agreement. An arrest is immediate grounds for loss of title.
- c. **Conflict of Interest.** MRO shall not compete in and/or otherwise participate in any other beauty and/or talent contest, pageant and/or engage with any other entity that

could be seen as a conflict of interest or in violation of the MROIF Code of Conduct conflicting activity

- d. Third Parties.** MRO shall not contract, delegate or assign any provisions of this Agreement with any third person for the accomplishment of any acts or obligations set forth during the term of this Agreement.
- e. Fundraising Misconduct.** MRO shall not, during her reign, solicit donations of any kind from any contributor to the Miss Rodeo Oregon Pageant who contributed during the prior two years and the year in which MRO's reign commences. MRO is free to solicit donations from any person, firm or business that did not contribute to the Miss Rodeo Oregon Pageant. These donations shall be made for the purpose of raising funds to assist with her expenses during her reign and in her competition at the Miss Rodeo America Pageant.
- f. Reputation Damage.** MRO shall not maintain any social media platform, blog or other internet website that contains language or images that are unbecoming to, or in any way compromise the wholesome image of, MRO or the title or "Miss Rodeo Oregon". MRO shall not engage in any behavior that causes reputation damage to MROIF.

ARTICLE 8. TERMINATION OF AGREEMENT

- 1. Termination Rights.** MROIF reserves the right to terminate this Agreement any time during its term for cause, including but not limited to:
 - a. A material breach of any provision of this Agreement by MRO.
 - b. A violation of the Miss Rodeo Oregon Pageant Rules and Regulations by MRO, discoverable through the end of the term of this Agreement.
 - c. Any conduct by MRO that violates the prohibited actions or requirements outlined in this Agreement.
 - d. Any actions by MRO that, in MROIF's sole and exclusive discretion, compromise the integrity, reputation, or mission of the MROIF.
- 2. Notice of Termination.** MROIF shall provide written notice of termination to MRO, specifying the grounds for termination. Termination shall be effective immediately upon delivery of the written notice, unless otherwise specified by MROIF.
- 3. Effect of Termination.** Upon termination of this Agreement, MRO shall forfeit the title and all associated awards, benefits, and privileges, including but not limited to the crown, buckle, saddle, and all other prizes. MRO shall immediately return all physical awards and reimburse the cash value of any non-physical prizes, such as gift cards or cash. Return of these items shall be at MRO's expense. Any funds or sponsored cash raised by MRO by coronation or otherwise shall be forfeited by MRO and will become the sole property of MROIF.
- 4. Successor Appointment.** MRO agrees that termination of this Agreement is final and waives any claims or rights for MRO to retain the title of "Miss Rodeo Oregon" and "Miss Rodeo Oregon." In the event the title and office of Miss Rodeo Oregon becomes open by such action by MROIF, or by voluntary resignation of MRO, MROIF shall have the discretion to select a successor and such person shall be entitled to receive all such prizes and awards as may be determined by MROIF.

5. **Mutual Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties. This agreement must be in writing, signed, notarized.

ARTICLE 9. DAMAGES AS A RESULT OF TERMINATION

The parties recognize that the title of Miss Rodeo Oregon carries significant prestige and is integral to the mission, reputation, and financial stability of the MROIF. In the event of a breach or termination of this Agreement, MROIF may suffer losses that are difficult to quantify, including harm to its reputation, relationships with sponsors, and goodwill within the community. To address these potential harms, the parties agree to a structured framework of remedies and damages. These remedies are intended to provide fair compensation to MROIF, ensure the return of property and awards, and safeguard the integrity of the Miss Rodeo Oregon brand. The remedies outlined in this section are a material inducement for MROIF to enter into this Agreement and are enforceable as agreed upon by both parties.

1. **Liquidated Damages.** The parties acknowledge that it is difficult to ascertain the exact damages MROIF may incur due to a breach or termination of this Agreement by MRO. As such, MROIF shall be entitled to recover liquidated damages in an amount equivalent to any costs incurred by MROIF in connection with MRO's reign, including administrative expenses, and marketing costs.
2. **Return of Awards and Property.** Upon termination, MRO shall immediately return all physical items and accouterments provided in connection with the title, including but not limited to the Miss Rodeo Oregon perpetual crown, buckle, saddle, and sash at MRO's expense. All perpetual items, outlined in the Perpetual Item Guide, hereto attached as Exhibit B. Any gift cards, gift certificates, or similar items awarded, with the equivalent cash value reimbursed to MROIF. Failure to return these items or reimburse their value within 14 days of termination shall result in additional liquidated damages of \$100 per day until full compliance is achieved.
3. **Compensation for Intangible Damages.** MROIF reserves the right to recover quantifiable damages for reputational harm caused by MRO's actions or inaction. These damages may include but are not limited to loss of sponsorships or future opportunities arising from the termination or by MRO's breach.
4. **Injunctive Relief.** MROIF may seek immediate injunctive relief to prevent MRO from further using the title or engaging in conduct that harms MROIF's reputation or interests.
5. **Recovery of Legal Costs.** In the event MROIF initiates legal action to enforce its rights under this Agreement, MRO shall be responsible for all reasonable attorneys' fees, court costs, and related expenses incurred by MROIF.
6. **Cumulative Remedies.** All remedies provided in this Article are cumulative and in addition to any other remedies available to MROIF under this Agreement, at law, or in equity.
7. **General Waiver of Claims.** By signing this Agreement, MRO waives any right to challenge the remedies and damages outlined herein. MRO agrees that these remedies are reasonable and enforceable, and she shall not seek to reduce or modify the amounts specified in this Article.

ARTICLE 10. FINANCIAL AGREEMENTS

All financial agreements under this Agreement are governed under the Miss Rodeo Oregon Financial Guidelines, attached hereto as **Exhibit C**.

1. **Management of Funds.** MRO acknowledges that all funds donated, given, or awarded to her in her official capacity must be turned over to the MROIF Treasurer. These funds will be managed exclusively by MROIF.
2. **Coronation Event Requirements.** MRO shall organize and host a Coronation event between January 1 and April 1 of her reigning year. The event may be held anywhere in Oregon. Proceeds from the Coronation event shall fund MRO's reign.
3. **Administrative Fees.** MROIF will assess a 10% administrative fee on proceeds from the Coronation event, all other fundraisers held during her reigning year, and any cash sponsorships received.
4. **Expense Reporting.** To receive reimbursements, MRO is required to submit expense reports, accompanied by receipts, to the MROIF Treasurer no less than once per month. Additional reports may be submitted as needed. Expenses not submitted within 35 days of being incurred will not be reimbursed, except by approval of the MROIF Board following a petition by MRO.
5. **Unexpended Funds.** All final receipts must be submitted by the end of the business day on December 20 of the year of her reign to close her designated titleholder account. Any funds remaining in MRO's designated account at the close of business on December 20 of the year of her reign shall be donated into the scholarship fund.

ARTICLE 11. NON-WAIVER

1. **Non-Waiver.** The failure of MROIF to enforce any provision of this Agreement, or to take action upon any breach or failure of a condition precedent or subsequent, shall not be construed as a waiver of MROIF's right to enforce any future breach or failure, nor shall it be interpreted as a consent to any future violations. Any waiver by MROIF of any provision, condition, or breach must be expressly made in writing, and shall not affect the enforcement of any other provision of this Agreement.

ARTICLE 12. ASSIGNMENT

1. **Non-Assignment by MRO.** MRO shall not assign, delegate, or transfer any of its rights, obligations, or responsibilities under this Agreement to any third party, whether voluntarily or involuntarily, without the prior written consent of MROIF. Any attempt by MRO to assign, delegate, or transfer this Agreement or any part thereof without such consent shall be void and of no effect and shall constitute a material breach of this Agreement.
2. **Assignment by MROIF.** MROIF may, at its sole discretion, assign, delegate, or transfer any of its rights, obligations, or responsibilities under this Agreement, in whole or in part, to any third party, without the prior consent of MRO. In the event of such an assignment, MROIF shall remain fully liable for the performance of its obligations under this Agreement unless expressly released in writing by MRO. Any assignment by MROIF shall not relieve MRO of

its obligations and responsibilities under the Agreement.

3. **Effect of Unauthorized Assignment.** Any assignment, delegation, or transfer of this Agreement or any of its rights or obligations by MRO in violation of this section shall result in the automatic termination of this Agreement, and MROIF shall have the right to pursue any remedies available to it under the terms of this Agreement or applicable law.

ARTICLE 13. RELEASE OF LIABILITY AND HOLD HARMLESS

1. **Release and Indemnity by MRO.** MRO, for herself, her heirs, assigns, legal representatives, and any other party acting on her behalf, does hereby fully and irrevocably release, acquit, and hold harmless MROIF, the Miss Rodeo Oregon Pageant, its officers, directors, employees, agents, sponsors (both commercial and private), members, volunteers, contractors, and representatives from any and all rights, claims, actions, lawsuits, damages, liabilities, losses, costs, expenses, and other legal obligations, whether direct, indirect, fixed, contingent, or otherwise, arising from or related to MRO's participation in any activities, appearances, events, or functions associated with the Miss Rodeo Oregon Pageant.

This release applies to any claims arising from any actions, omissions, or events occurring during or related to MRO's appearance and participation in the Miss Rodeo Oregon Pageant, including, but not limited to, all equestrian and rodeo sports and activities, which are known to be inherently dangerous. MRO acknowledges that participation in such activities, particularly rodeo and equestrian events, carries certain risks of injury or harm and accepts full responsibility for any potential injuries or damages that may arise during her participation.

2. **Acknowledgement of Risk.** MRO further acknowledges that she is fully aware of the risks associated with equestrian and rodeo activities and that MROIF and the Miss Rodeo Oregon Pageant make no representations or guarantees regarding the safety or well-being of any participants, including herself. MRO acknowledges that these risks include, but are not limited to, personal injury, property damage, and accidents resulting from the conduct of other participants or the inherent dangers of the activities themselves.
3. **Assumption of Risk.** MRO expressly acknowledges and accepts all risks inherent in her participation, including risks she may not yet know or anticipate. By signing this Agreement, MRO assumes full responsibility for all such risks and agrees that she shall not hold MROIF or the Miss Rodeo Oregon Pageant liable for any harm, injury, loss, or damage she may suffer during the term of this Agreement, whether caused by the actions of others or the conditions of the activities.
4. **Scope of Release.** This release of liability and hold harmless agreement is executed voluntarily by MRO, regardless of whether the rights, claims, or actions are known or unknown at the time of execution. MRO recognizes that she is assuming the risks inherent in her participation, and acknowledges that such assumption of risk is reasonable and necessary for her involvement in the Miss Rodeo Oregon Pageant and its activities.

ARTICLE 14. GOVERNING LAW AND VENUE

1. This agreement shall be interpreted and enforced under the laws of the State of Oregon. The

parties agree hereto that this agreement is made and executed within the State of Oregon.

2. Proper venue for any disputes arising under this Agreement shall be the County in which the current acting MROIF Treasurer resides in.

ARTICLE 15. DISPUTE RESOLUTION

1. **Dispute Resolution:** Any dispute, controversy, or claim arising out of or relating to this Agreement, the relationship resulting from this Agreement, or the breach of any duties hereunder, shall be settled exclusively by binding arbitration. The arbitration shall be conducted under the rules of the American Arbitration Association (AAA), or another arbitration organization mutually agreed upon by the Parties. The location of the arbitration shall be in a venue selected by MROIF within the state of Oregon. The decision rendered by the arbitrator shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
2. **Arbitration Procedures:** Arbitration will be conducted by a single arbitrator chosen by MROIF. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et seq.) shall govern all arbitration proceedings. Each Party shall bear its own costs associated with the arbitration, except that the losing Party shall be responsible for paying all reasonable costs, including but not limited to MROIF's attorney's fees, administrative fees, and arbitration fees. The arbitrator shall have the authority to award any remedy available in a court of law, including but not limited to damages, injunctive relief, and specific performance, provided that such remedy is consistent with the terms of this Agreement.
3. **Pre-Arbitration Mediation:** As a condition precedent to filing for arbitration, the Parties agree to first attempt mediation in good faith. The mediation shall be conducted by a neutral third party agreed upon by the Parties. The cost of the mediation will be shared equally by both Parties. However, if either Party refuses to participate in mediation or fails to participate in good faith, the non-breaching Party may proceed directly to arbitration without mediation.
4. **Injunction and Provisional Remedies:** Nothing in this Article shall be construed to prevent either Party from seeking temporary or provisional remedies, including an injunction, in any court of competent jurisdiction, to prevent irreparable harm or to preserve the status quo pending the resolution of the dispute by arbitration. Seeking such relief will not waive the moving Party's right to compel arbitration.
5. **Negotiation in Good Faith:** The Parties agree to meet and negotiate in good faith to attempt to resolve any disputes or claims that may arise between them before resorting to arbitration. If a resolution is not reached within thirty (30) days after the initial request to negotiate, either Party may proceed with arbitration.
6. **Attorney Fees and Costs:** In the event of a legal action to enforce or interpret any provision of this Agreement, the prevailing Party, which may include MROIF in the case of arbitration, shall be entitled to recover all reasonable attorney's fees, costs, and expenses incurred in connection with such action, including fees and expenses for arbitration, as well as any post-award legal actions, including the enforcement of any award.

ARTICLE 16. MERGER CLAUSE

1. **Entire Agreement.** This Agreement, including all exhibits and attachments hereto, constitutes the entire and complete agreement between the Parties concerning the subject matter herein. All prior or contemporaneous representations, understandings, agreements, promises, warranties, or covenants, whether oral or written, are superseded by this Agreement. Any statement or understanding not expressly set forth in this Agreement shall not be binding upon or enforceable by either Party.
2. **Amendments and Modifications.** No modification, amendment, or variation of this Agreement shall be effective or enforceable unless reduced to writing and signed by all Parties to this Agreement at the time of such modification, amendment, or variation. Any attempt to modify this Agreement orally or through any means other than a written instrument signed by all Parties is void and of no effect.

ARTICLE 17. CONFLICT OF INTEREST AND INDEPENDENT COUNSEL

1. **Independent Counsel Acknowledgment.** MRO acknowledges that this Agreement has significant legal and financial implications. By signing this Agreement, MRO affirms one of the following:
 - a. That she has sought and received independent legal counsel and has had the opportunity to discuss any questions or concerns regarding this Agreement.
 - b. That she has knowingly and voluntarily chosen to waive the opportunity to seek independent legal counsel, understanding the potential implications of this decision.
2. **Acknowledgment of Voluntary Execution.** MRO confirms that she has entered into this Agreement freely, without coercion, and with full understanding of its terms. By executing this Agreement, MRO agrees that no conflict of interest exists that would render any provision of this Agreement unenforceable or invalid.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

MISS RODEO OREGON 2027 ACKNOWLEDGEMENT

On this _____ day of _____, **2026**, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared _____, known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public SEAL State of Oregon

Notary Signature: _____

My Commission Expires: _____

Signature: _____

Date: _____ Miss Rodeo Oregon 2027

MISS RODEO OREGON INC. FOUNDATION ACKNOWLEDGEMENT

On this _____ day of _____, **2026**, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared _____, known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public SEAL State of Oregon

Notary Signature: _____

My Commission Expires: _____

Signature: _____

Date: _____ MROIF Representative

EXHIBIT A

Pageant Rulebook Provided with Application

**Located on missrodeooregon.com under "Pageant Central"*

Signed Pageant Rulebook Acknowledgement submitted with the contestant's Pageant Application

EXHIBIT B

Perpetual Items Guide

**Located in Titleholder Handbook*

EXHIBIT C

MROIF Financial Guidelines

**Located in Titleholder Handbook*