



Ms. Wheelchair Texas



Application

(Please type or print clearly using ink. Do not attach any other paperwork to this application.)

Application, contract, and entry fees must be returned by February 1, 2010

Personal:

Name: _____

Address: _____

City: _____ Zip: _____

Phone:

Home: (____) _____ Work: (____) _____ Cell: (____) _____

Email and/or website: _____

Date of birth: _____ United States Citizen (check one) ____ yes ____ no

Present Living Situation (i.e. living alone, with parents, spouse, children, roommate):

In case of emergency please contact: _____

Relationship: _____ Phone: (____) _____

Name of Companion during Pageant: _____

Phone: (____) _____

Will you have your own transportation during the pageant? _____

List specific hotel accommodations you require to meet your needs (i.e. roll-in shower, # of beds)

Disability:

Type of Disability: _____

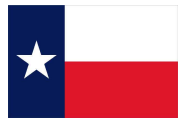
Cause and Date of Onset: _____

Do you use a wheelchair for daily mobility? _____

Type of Wheelchair: Manual Wheelchair _____ Power Wheelchair _____

Can you transfer independently to a car or van? _____ Do you drive? _____

What transportation do you have for making public appearances? (please explain)



Ms. Wheelchair Texas



Application (page 2)

Academic:

High School: (name and date of graduation)

Business, trade, or technical college: (school, dates, and degrees)

College and/or University: (school, dates, and degrees)

Other Education:

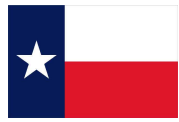
Vocational:

Present Occupation: (title and brief description)

Other Work Experience:

Personal:

Volunteer or Community Activities:



Ms. Wheelchair Texas



Application (page 3)

Future Goals and Ambitions: _____

Communication Skills:

Public Speaking Experience: (specify examples)

List Examples of your Advocacy:

What five words best describe you?

2) _____

4) _____

1) _____

3) _____

5) _____



Ms. Wheelchair Texas



Application (page 5)

I hereby certify that the foregoing information is true and correct to the best of my knowledge, information, and belief. I understand that submission of this application does entitle me to become a participant in the Ms. Wheelchair Texas Pageant. I further understand that participation as a contestant is subject to action by the Board of Directors of The Ms. Wheelchair Texas Foundation and that this application may be rejected for reasons satisfactory to the Board.

Signature of applicant: _____ Date: _____

Signature of applicant: _____ Date: _____

+++++

This application must be returned no later than **January 6, 2009**.

Please mail the application with:

The signed Ms. Wheelchair Texas Contract

One digital image to be used in the program (may be sent via CD or email)

Entry Fee of \$500 (checks made out to The Ms. Wheelchair Texas Foundation*)

(entry fee pays for all expenses for contestant and companion)

*All donations made to the Ms. Wheelchair Texas Foundation are tax deductible

Mail to:

The Ms. Wheelchair Texas Foundation
Angela Wrigglesworth
6315 S. Wintersage Ln.
Houston, TX 77066

Any questions about the application? Call 281-635-2032 or email angelaw@mswheelchairtexas.org

+++++

Ms. Wheelchair Texas Foundation Board use only

Date application received: _____ Received by: _____

Date application accepted: _____ Signature Board Member: _____



Ms. Wheelchair Texas



Ms. Wheelchair Texas Titleholder Contract

I, the undersigned _____ (“Titleholder”), was recently selected by the Ms. Wheelchair Texas Foundation (“Foundation”) to serve for one year as “Ms. Wheelchair Texas,” and hereby acknowledge, represent, pledge, and agree to the following in connection with my one-year reign:

1. The Foundation is exempt from U.S. federal income tax under Section 501(c)(3) of the Internal Revenue Code (“Section 501(c)(3)”), and has a charitable and educational mission to promote and support the general welfare of people with disabilities. All activities that I conduct in my capacity as Ms. Wheelchair Texas, or otherwise on behalf of the Foundation, must be in compliance with the requirements of Section 501(c)(3) and in furtherance of the Foundation’s charitable and educational mission.
2. I will not conduct any activities in my capacity as Ms. Wheelchair Texas, or otherwise on behalf of the Foundation, that have not been approved in advance by the Foundation’s board of directors or President (“Foundation Executives”). In this regard, I will not conduct any fundraising activities without the prior approval of the Foundation Executives, will ensure that all funds raised through my efforts are accounted for in full to the Foundation, and will spend the Foundation’s financial resources, or otherwise incur expenses on behalf of the Foundation, solely in compliance with the requirements of Section 501(c)(3) and in furtherance of the Foundation’s charitable and educational mission.
3. I am a U.S. citizen and have been a resident of the State of Texas continuously for at least six months immediately prior to my selection as Ms. Wheelchair Texas.
4. As a result of physical disability, I utilize a wheelchair for 100% of my daily community mobility.
5. I am between twenty-one (21) and sixty (60) years of age.
6. I have never held the title of Miss/Ms. Wheelchair from any other state.
7. I have never been a contestant in the Ms. Wheelchair America National Program prior to my selection as Ms. Wheelchair Texas.
8. I authorize the Foundation, and anyone duly authorized by the Foundation, to televise, photograph, broadcast, stream, or otherwise publicize, and/or make digital, radio, television, motion picture or other recordings, tapes, films, photographs, or other representations, of me, my likeness, my voice, and my image (whether individually or as part of a group) as or with respect to Ms. Wheelchair Texas in all media throughout the world. Any such items made by, for, on behalf of, or at the direction of the Foundation for any purpose or purposes shall, as between me and the Foundation, be the sole and exclusive property of the



Ms. Wheelchair Texas



Ms. Wheelchair Texas Titleholder Contract

- Foundation, and I hereby assign all rights, title, and interest that I might have therein to the Foundation for such purpose.
9. At no time during the period I hold the title of Ms. Wheelchair Texas will I endorse or permit my name or likeness to be used in connection with an endorsement or advertisement of any product or products of any kind, without the prior, express written consent of the Foundation Executives.
 10. As Ms. Wheelchair Texas, I will not become a contestant or participant in any other state, national or, international competition.
 11. The name and phrase “Ms. Wheelchair Texas” and “Ms. Wheelchair Texas Foundation,” and all goodwill and intellectual property rights associated therewith, are the sole and exclusive property of the Foundation. I will never use, or authorize others to use, the words or phrases “Ms. Wheelchair Texas” or “Ms. Wheelchair Texas Foundation” in association with my name, person, voice, likeness, or image in any way that might harm the Foundation, and will immediately take all reasonable actions necessary or appropriate to terminate my use, or the use by others pursuant to my authorization, of such words or phrases if the Foundation notifies me that the use, in the judgment of the Foundation Executives, is likely to harm the Foundation.
 12. At no time while I am appearing as Ms. Wheelchair Texas will I not use or appear in my wheelchair. If a wheelchair is provided by a sponsor, I agree to utilize that wheelchair at all appearances unless otherwise mutually agreed by me and the Foundation Executives, or I am not physically able to do so.
 13. I understand that the Foundation expects me to travel across the State of Texas in connection with participating in activities as Ms. Wheelchair Texas, including through airline travel. I am fully prepared to travel alone, and understand that the Foundation will pay or reimburse me solely for my personal travel expenses (except as the Foundation Executives may otherwise determine in their sole discretion from time to time). Accordingly, if I require an attendant, I will be responsible for the additional cost associated with the attendant.
 14. I will serve as Ms. Wheelchair Texas until my successor is selected or appointed. Following my reign as Ms. Wheelchair Texas, in making reference to my reign, I will use either the words “former” or “previous,” or reference the calendar year(s) during which my reign was served.
 15. If (a) any of the representations that I make herein prove false, (b) I fail to abide by any of the terms hereof, (c) during the period of my reign as Ms. Wheelchair Texas I suffer disability which, in the sole and exclusive judgment of the Foundation Executives impairs my ability to fulfill the Foundation’s expectations



Ms. Wheelchair Texas



Ms. Wheelchair Texas Titleholder Contract

- of me as Ms. Wheelchair Texas, (d) I act or fail to act in a manner that, in the sole discretion of the Foundation's Executives, does not uphold and maintain the dignity and honor of the title "Ms. Wheelchair Texas," then, the Foundation Executives may, in their sole discretion, terminate my reign as Ms. Wheelchair Texas (whether or not a successor has been selected or appointed). In such event, I will not thereafter hold myself out as Ms. Wheelchair Texas, and will take all actions reasonably requested by the Foundation to effectuate the termination.
16. I hereby agree to indemnify, hold harmless and defend the Foundation and the Foundation's respective owners, directors, officers, representatives, agents, advisors, members, successors and permitted assigns from and against any and all liability, loss, damage, claim, cause of action, and expenses (including reasonable attorneys' fees), caused, directly or indirectly, by or as a result of (a) my actions as Ms. Wheelchair Texas, or (b) my breach of any representation or promise that I have made in this agreement.
 17. I hereby acknowledge and agree that the Foundation would be damaged irreparably in the event that I do not perform the provisions of this agreement in accordance with their specific terms. Accordingly, I agree that the Foundation may obtain injunctive relief to prevent breaches of the provisions of this agreement and to enforce specifically this agreement and the terms and provisions hereof, and waive any bond, surety, or other security that might otherwise be required with respect to the maintenance of any action or proceeding brought under this provision. Any remedy sought under this provision shall be in addition to any damages to which the Foundation may be legally entitled to recover as a result of any breach or violation of the provisions of this agreement. The Foundation may pursue any of the remedies described in this provision concurrently or consecutively, and in any order as to such breach or violations, and the pursuit of any one of such remedies at any time will not be deemed an election of remedies or a waiver of the right to pursue any other available remedy.
 18. This agreement contain the complete agreement between me and the Foundation with respect to the matters contemplated herein, and supersedes all prior or other agreements and understandings, whether oral or written, between me and the Foundation with respect to such transactions.
 19. Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law. A determination that any provision of this agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances. If any provision of this agreement is held to be illegal, invalid, or unenforceable under present or



Ms. Wheelchair Texas



Ms. Wheelchair Texas Titleholder Contract

future laws effective during the term hereof, such provision shall be fully severable; and this agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provisions there shall be added automatically as a part of this agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable and that shall not be more restrictive than the one severed herefrom.

- 20. *The validity of this agreement and any of its terms and provisions shall be governed by the laws of the State of Texas (without regard to its conflicts of law doctrines) and the venue for any action to enforce or interpret this agreement shall be in a court of competent jurisdiction located in Harris County, Texas.*
- 21. I agree to abide by the judging rules as set forth by the Foundation Executives.

IN WITNESS WHEREOF, I have executed this agreement effective as of the time of my selection as Ms. Wheelchair Texas.

Ms. Wheelchair Texas

Date

Witnessed by

Date

The newly crowned Ms. Wheelchair Texas hereby reaffirms this agreement within 24 hours following her crowning:

Ms. Wheelchair Texas

Date

Ms. Wheelchair Texas State Coordinator

Date