

## **Mr Gay New Zealand 2018 - Expressions of interest terms and conditions**

Please read carefully.

In consideration for being granted membership in and for allowing me to participate in any or all events and related activities of Mr. Gay New Zealand (MGNZ) I hereby warrant and agree that:

I am familiar with and accept that there is always the risk of serious injury and death resulting from participation in any organised recreational activity particularly those involving modelling, participation in fashion show(s), team building activities or similar activities offered as part of the Mr. Gay New Zealand competition, and I am satisfied, and believe, that I am physically, emotionally and mentally able to participate in the Mr. Gay New Zealand programme, and that my equipment, if applicable, is appropriate for use in this programme; and I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me; and I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my equipment, or exceeded my comfort level, for continued participation in any event or related activity.

I understand and agree, on behalf of myself, my heirs, assigns, personal representatives and next of kin that my execution of this document constitutes: An unqualified assumption by me of all risks associated with my participation in the any or all of the events and activities of Mr. Gay New Zealand even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of Mr. Gay New Zealand, any event organiser, event venue and any and all persons associated therewith or participating therein in any capacity; or in transportation to and from such events and activities, and a full and final release and waiver of liability and all claims that I have, or may in the future have, against the Mr. Gay New Zealand brand, Mr. Gay New Zealand organisation, all associated sponsors and partners, and their respective directors, members, officers, employees, coaches, leaders, contractors, agents and representatives, advertisers, volunteers, others participating in any capacity, (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at event facilities, or my participation in any part of, or presence at, any or all of the events and related activities of the Releasees due to any cause whatsoever, including negligence, gross negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the relevant occupiers liability act on the part of the Releasees.

An agreement not to make a claim against the Releasees for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly, from my participation in any aspect of the said events and related activities; and an agreement to indemnify, and to save and hold harmless the Releasees, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them

whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise. An agreement that this document be governed by the laws, and in the Government of New Zealand or any other Court which might have jurisdiction.

I agree that should I withdraw or be disqualified from the finalist event (after the shortlist has been announced), that I will have to return all prizes or the value thereof, as well as repay expenses incurred on my behalf as well as damages, which is agreed upon to be a minimum of NZD \$1,000 (One Thousand New Zealand Dollars) with any other expenses incurred, which is to be paid within one calendar month of me withdrawing or being disqualified.

I have read and understand this agreement and I am aware that by accepting this agreement I am waiving certain substantial legal rights which I and my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

## **RELEASE**

For valuable consideration received, I hereby grant to the Mr. Gay New Zealand brand, Mr. Gay New Zealand organisation, their representatives and agents the absolute and irrevocable right and unrestricted permission in respect of photographic images and/or moving pictures that (s)he had taken of me individually or in which I may be included with others, to copyright the same, in their own name or otherwise, to use, reuse, publish, edit and republish the same in whole or in part, for illustration, promotion, art, editorial, advertising, and trade or any other purpose whatsoever without restriction as to the alteration; and to use my name in connection therewith it (s)he so chooses.

I hereby release and discharge all photographers and associates from any and all claims and demands arising out of or in connection with the use of these photographs, including without limitations any and all claims for libel or invasion of privacy.

This authorisation and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of the Mr. Gay New Zealand brand, Mr. Gay New Zealand organisation, as well as their person(s), representatives and agents.

I am of full legal\* age (18+)\* and have the right to contract in my own name. I have read the foregoing and fully understand the contents thereof. This release shall be binding upon me and my heirs, legal representatives, and assigns.

## **MR. GAY NEW ZEALAND EXPECTATIONS**

If you are chosen to represent Australia as Mr. Gay New Zealand 2018 for the next year until there is a next Mr. Gay New Zealand competition held (herein referred to as the "Term") as Mr. Gay New Zealand 2018 (herein referred to as the "Title-Holder"), the Mr. Gay New Zealand (MGNZ) organisation (herein referred to as the "Organisation") has the following expectations of the Title-Holder:

a. Organisation is your exclusive agent for the next term. You will report to Mr. Gay New

Zealand, for all speaking, interviews, modelling, and public and/or private appearance opportunities as Title-Holder. The Organisation will approve all opportunities prior to engagement upon mutual consent from the Title-Holder. Title-holder must follow and execute legitimate instructions from the Organisation.

b. Sponsorship: Title-Holder is obligated to use and promote various sponsor products and services for his term. Contact with any sponsor is only permitted upon express written authorisation and/or direction from the Organisation. Title-Holder does not have the authorisation to engage new or existing sponsors, however any new sponsorship leads and/or opportunities must be forwarded to the Organisation for review and action.

c. Social Networks: As Title-Holder it is your responsibility to engage various social media including but not limited to Facebook, Twitter, YouTube, Instagram, blog, and LinkedIn in a professional and respectable behaviour at all times. Social media sites must be engaged at minimum of three times per week during his term.

d. Prizing: All prizes, in-kind gifts of services and/or products must be accepted as is. Prizes have no cash value, subject to change and/or replacement at time of awarding such prize(s).

e. Compensation: The Title-Holder acknowledges and understands fully that this is a volunteer role. The delegate will always be given the choice to accept or decline opportunities for speaking, modelling, public appearances, etc. with the full understanding that any loss of wages in accepting the opportunity will not be compensated.

*Some restrictions may apply, all travel and expectations of the event as to what is included will be presented at time of offering. The winner would attend LGBTI events around the World representing Mr. Gay New Zealand, depending on invitations received and sponsors available.*

f. The Title-Holder is encouraged to help to engage in growing and running future Mr. Gay New Zealand competitions. Title-Holder may work directly with the Organisation in local outreach and mentorship.

The organisers will not be held responsible for any loss or damage whatsoever related to the competition before or after the competition or for whatever reason. Entrants enter the competition wholly at their own risk. The Organisation reserves the right to cancel this agreement and remove the Title-Holder should he bring the Organisation into disrepute in whatever way, refuses to carry out instructions or do not abide by the rules, stated here and/or stated during and after the competition.

### **MR. GAY NEW ZEALAND EXCLUSIVE CONTRACT - TITLE WINNER**

Declaration and Indemnification:

By agreeing, I declare that the information I have provided herein is true and correct in every aspect. I agree that the rules, terms and conditions above are binding on me in the

participation and executing of my duties as the winner and Title-Holder of Mr. Gay New Zealand 2018 (the "Organisation").

I agree to indemnify, defend and hold harmless the Organisation and each of its respective shareholders, officers, directors, managers, sponsors, volunteers, venues, employees and agents, from and against any and all losses, liabilities, injuries, damages, medical fees and any other costs and expenses which I may incur as a result of my participation in the organisation.

I further agree that my participation in the Organisation and all its activities is undertaken by myself on a purely voluntary basis and I have, in no way, been coerced to participate in such activity by any of the shareholders, officers, directors, managers, sponsors, employees, volunteers and agents of the Organisation and is done wholly at my own risk. I agree not to bring the pageant or festival into disrepute at risk of disqualification. I agree that should I withdraw or be relieved of the title, I will have to return all prizes or the value thereof, as well as repay expenses incurred on my behalf as well as damages, which is agree upon to be a minimum of NZD \$1,000 (One Thousand New Zealand Dollars) which is to be paid within one calendar month of me withdrawing or being relieved of the title. I hereby agree that the above is all true and correct and that I will abide by the rules of the Organisation in all respects and at all times endeavour to uphold the ethos, ideals, targets, aims, mission and good name of the organisation.