## 2020 KHTS Strut Your Mutt Terms of Agreement/Waiver September 1, 2019

This agreement describes the terms and conditions to which each contestant agrees. KHTS FM 98.1, AM 1220 and Jeri Lyn Broadcasting, Inc., and The Mannered Mutt are collectively described herein as Show Management. The 2020 KHTS Santa Clarita Home and Garden Show, including the 2020 KHTS Emergency Expo, Craft Show, KHTS Marketplace, Strut Your Mutt Dog Show, and Earth Day & Arbor Day April 25, 2020 and April 26, 2020, at Central Park in Santa Clarita, CA., are described herein as The Event. (Rules subject to change. Contestants will be notified by email if changes occur).

- 1. Eligibility: The Event is open to all contests who meet the eligibility requirements. However, Show Management reserves the right to deny an application at their discretion. Eligibility Requirements are as follows:
  - Contest is at least 18 years old.
  - Only the registered contestant can participate. Registration is non-transferable.
  - Dogs must be leashed.
  - Dogs must have the temperament to be around other dogs and are socialized.
  - Proof of current vaccination record for Rabies, Bordetella and DAPP (Distemper, Adenovirus, Parainfluenza, and Parvovirus) must be provided at the time of registration.
  - Dogs must be in good health.
  - All dogs must be spayed or neutered
  - Dogs participating in the puppy category must be at least 12 weeks old to 6 months old.
  - Dogs must be of mixed breeds. No pure breeds accepted.

## 2. Show Rules:

- This show is just for fun and should not be taken too seriously
- Any dog owner exhibiting a bad attitude will be disqualified
- All dogs must be socialized to be around other dogs.
- Any dog exhibiting stress or aggressive behaviors will be removed from the show
- No late entries permitted
- No altering the appearance of the dog is permitted (e.g. no makeup, paints, hair dyes, etc.)
- Check-in for your dog's category is 30 minutes before the category is scheduled
- Each dog is limited to compete in 3 categories total
- Owners & dogs must be present to win
- Each dog must be registered separately.
- Owners must be with their dog at all times.
- Owner must wear contest bib.
- Judges ruling are final.
- 3. Dog Show will not be canceled because of the weather.
- 4. Refund Policy: All fees are non-refundable, with the exception of if any category is cancelled due to insufficient entries, then a refund of the fees paid to that category will be refunded.

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- 5. Consent to use Contestant's Likeness: Contestants hereby consent to Show Management's royalty-free use of visual and audio reproductions of Contestants and their dog(s) including, without limitation, recordings, photographs, video tapes, films and other images or likeness for the purpose of Management's advertisement and promotion of current and future shows.

  6. Dispute Resolution: Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered in the County of Los Angeles, CA by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including Rules for Emergency. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration.
- 7. FCC Statement: In implementing this contract the parties shall not engage in any discrimination based on race, gender, color, religion national origin, format or similar matters as prohibit by the FCC in its Report and Order, "promoting Diversification of Ownership in the Broadcasting Services", 23FCC Rcd 5922 (released March 5, 2008 at paragraph 49-50." 8. Release From Liability: Show Management shall not be liable for the fulfillment of this contract if non-fulfillment is due to causes related to natural events, terrorism, war, operation of law, labor disputes, riots and civil commotion or threats thereof, or other causes beyond Show Management's control. However, in case of such inability of Management to fulfill this contract, Contestants shall receive a refund of up to 50% of any amounts paid for contestant fees.
- 9. Contestants shall protect, defend, indemnify and hold harmless Show Management from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the presentation of legally protected sounds and images. All contestants and dogs participate at their own risk. By participating, all participants agree to hold the officers, staff, directors, and agents of the organizations listed below harmless of any and all liability for personal injury, injury to their dog, and damage to personal property that may occur during or become known after The Event.