



OFFICIAL BOUT CONTRACT

Approved by the West Virginia Athletic Commission

THIS AGREEMENT, made this _____ day of _____ by and between _____ of (city) _____, (state) _____ a promoter duly licensed under the laws of the state of West Virginia, and _____ to compete as a (Boxing or MMA) contestant.

WITNESSETH:

Appearance of Contestant: The contestant agrees to appear and enter into a (Boxing or MMA) contest at (city) _____, WV on the _____ day of _____, or on a date to be hereafter agreed upon, for _____ rounds to a decision with _____ as their opponent at a weight not over _____ pounds (exception championship bouts), said weight to be taken on certified scales provided by the promoter and approved by the West Virginia Athletic Commission representative. Weigh-ins for this contest shall be held at _____ o'clock at (venue) _____ in the city of _____ on the day of _____, 20_____.

Compensation of Contestant: The promoter will pay the contestant for the bout, and the contestant agrees to accept in full all claims and demands for their performance in this contract the sum of \$ _____ DOLLARS and any other EXPENSES or CONSIDERATIONS as follows: _____

The Bout: IT IS UNDERSTOOD AND AGREED that said contest shall be with gloves approved by the Commission and furnished by the PROMOTER. ALL contestants must have a current Federal ID and be licensed by the state of West Virginia. The bout shall be conducted in conformity with the laws of the state of West Virginia and the rules and regulations of the West Virginia Athletic Commission which are hereby made a part of this agreement.

Reporting Time: The contestant shall personally report at the above named site location for the weigh-in and any medical examination in accordance with the rules and regulations of the Commission and shall report at the site of the event to the Chief Inspector two (2) hours before the time set for the event.

Officials: ALL officials must be licensed by the State of West Virginia and will be assigned by the Commission but paid by the Promoter.

Breaches of this agreement: The following acts constitute a breach of this agreement:

1. The Contestant and the Manager, or either of them, did not enter this agreement in good faith.
2. The Contestant or the Manager, or either of them, had any collusive understanding or agreement regarding the termination of the bout other than the same should be on an honest exhibition of skill on the part of the contestants.
3. The Contestant is not honestly competing or did not give an honest exhibition of the Contestant's skills.
4. The Contestant, the Manager, and the Promoter, or any of them, is guilty of an act detrimental to the interest of any sport regulated by the West Virginia Athletic Commission.

Agreement in the event of a Breach of this Agreement: The parties agree that if the Commission or their representative determines that the possibility of a breach of this agreement exists, the Commission or their Representative, in their discretion, may order the Promoter or any person holding the Compensation to pay the Compensation directly to the Commission. The parties hereby waive

any right or claim to a hearing on this matter. The Commission shall thereupon, in its sole discretion, make such a disposition of the Compensation the property of the State of West Virginia.

INITIALS: _____ Contestant) _____ (Manager) _____ (Promoter)

IT IS UNDERSTOOD AND AGREED UPON:

1. If a contestant shall fail to appear or make weight or is not in physical condition to compete as determined by a duly licensed physician the Commission reserves the right to fine, suspend or take any other reasonable action against such contestant
2. If the contestant enters into another contest prior to the one contracted for and is defeated, or lessens their present value as an attraction, the Promoter shall have the option to rescind and cancel this contract agreement, provided such cancellation is approved by the Commission. The Commission reserves the right to fine, suspend or take any other reasonable action against such contestant.
3. The Promoter is to make all necessary arrangements for said contest
4. In the event of any dispute arising from this contract, the Commission may intercede in said dispute and all decisions rendered by the Commission shall be binding on all parties.
5. It is understood that the decision of the judges, referees, Chief Deputies, Commissioners and/or their duly authorized representatives in any and all contests of unarmed sports under the jurisdiction of the West Virginia Athletic Commission is final and not subject to protest by any Contestant or representative of the Contestant nor by any other party to this contract.

Assumption of RISK. The Contestant understands that by participating in a contest or exhibition involving the sports of Boxing or Mixed Martial Arts, that the Contestant is engaging in an abnormally dangerous activity. The Contestant further understands that this participation subjects the Contestant to a risk of severe injury or death. The Contestant, with full knowledge of risk, nonetheless, agrees to enter into this agreement and hereby waives any claim that the Contestant or the Contestant's heirs may have against the West Virginia Athletic Commission and/or the State of West Virginia as a result of any injury the Contestant may suffer as a result of the Contestant's participation in any contest or exhibition regulated by the State of West Virginia.

Release: The parties, for themselves, their heirs, executors, administrators, successors and assigns, hereby release and forever discharge the State of West Virginia and the West Virginia Athletic Commission, and each of their members, agents, and employees in their individual, personal and representative capacities from any and all actions, causes of action, suits, debts, judgements, executions, claims and demands, known or unknown, in law or equity, that the parties ever had, now have, or claim to have against any and all of the persons or entities named in this paragraph arising out of or by reason of this agreement, or any other matter.

Indemnification: The parties, jointly and severally hereby Indemnify and hold harmless the State of West Virginia and the West Virginia Athletic Commission and each of their members, agents and employees in their individual, personal and representative capacities against any and all claims, suits and actions, brought against the persons named in this paragraph by reason of this agreement and all other matters relating thereto, and against any and all expenses, damages, charges and costs, including court costs and attorney fees which may be incurred by the persons and entities named in this paragraph as a result of said claims, suits and actions.

This is the West Virginia contract between the Promoter and the Contestant and/or the Contestant's Manager with respect to the above named event and MUST be given to the Commission representative prior to the start of the weigh-in. This bout is subject to Commission approval.

IN WITNESSETH WHEREOF: The patties hereto affix their signatures on the date indicated:

PROMOTER: _____ DATE: _____

CONTESTANT: _____ DATE: _____

MANAGER: _____ DATE: _____

(ALL parties signing this contract must have copy of contract)