



BOUT CONTRACT BETWEEN PROMOTER AND UNARMED COMPETITOR

State Form 54111 (R / 11-09)

INDIANA STATE ATHLETIC COMMISSION

Indiana Gaming Commission
Attn: Indiana State Athletic Commission
101 W. Washington Street
East Tower, Suite 1600
Indianapolis, Indiana 46204

This contract is made this _____ day of _____, _____, by and between _____ of the City of _____ and State of _____, an unarmed combat promoter duly licensed under the laws of the State of Indiana (License No. _____) (hereinafter "Promoter"), and _____ of the City of _____ and State of _____, and Mixed Martial Arts National Identification No. is _____ (hereinafter "Unarmed Competitor").

Unarmed Competitor agrees to enter into an unarmed combat bout at the site location of _____ in the City of _____, and State of Indiana on the _____ day of _____, _____ for _____ rounds to a decision with _____ of the State of _____ and Mixed Martial Arts National Identification No. is _____. This bout shall be at a weight not over _____ pounds. Weigh-ins for the bout shall take place on the _____ day of _____, _____ at _____ o'clock in the City of _____ and State of Indiana. All weights shall be taken on scales as provided by the statutes and regulations of the State of Indiana. Unarmed Competitor must provide all required information including medical examinations to the Indiana State Athletic Commission (hereinafter "Commission") in a timely manner.

Promoter shall pay Unarmed Competitor, and Unarmed Competitor shall accept, a purse in the amount of \$_____ dollars and, in addition, other expenses as follows _____. All purse amounts shall be made immediately after the conclusion of the bout directly to the Unarmed Competitor, unless otherwise agreed to in writing.

Promoter agrees to make no deduction from the purse monies to be paid to an Unarmed Competitor unless Unarmed Competitor agrees to such a deduction, and only if such a deduction is itemized as an addendum to this contract.

Should Unarmed Competitor desire Manager to be paid directly by Promoter, Unarmed Competitor must initial here _____, and the Manager must be currently licensed in the State of Indiana.

In the event the bout in which the Unarmed Competitor is scheduled to participate does not occur, due to a non appearance of the Unarmed Competitor's opponent, the inability of the Unarmed Competitor's opponent to pass the required pre-fight physical examination, or the inability of the Unarmed Competitor's opponent to make the contracted weight, the Promoter agrees to pay the Unarmed Competitor an amount equal to _____% of the contracted base purse amount or a payment of \$_____.
(Amount of Purse to be Paid)

Unarmed Competitor or Manager may not be entitled to the compensation described above or any part thereof if an official of the Commission decides that Unarmed Competitor and Manager, or either of them: 1.) Did not enter into the contract in good faith or had any collusive understanding or agreement regarding the termination of the bout, 2.) Unarmed Competitor did not give a good faith exhibition of his/her skills, 3.) Unarmed Competitor and/or Manager has violated any of the laws, rules or regulations administered by the Commission.

Promoter shall pay to the Commission any compensation to be forfeited under the terms of the preceding paragraph. To the extent authorized under state law, the Commission shall thereupon dispose of said compensation in accordance with applicable statutes and regulations including, but not limited to: 1.) Forfeiture to the Commission, or 2.) Payment of all or a portion thereof to Unarmed Competitor or Manager, minus any statutory/regulatory penalties. All parties agree to accept, and to be bound by, the decision of the Commission which shall be final.

In the absence of a statute or regulation to the contrary, it is understood and agreed that the weight of the gloves shall be _____. It is understood and agreed that the Commission must approve all gloves, and that all gloves will be furnished by the Promoter at his/her own expense.

It is understood and agreed that the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Indiana. The terms of this agreement shall, in all respects, be in conformity with the laws of the State of Indiana, as well as the rules and regulations now, or hereafter, adopted by its Commission.

The Unarmed Competitor understands by participating in a bout of unarmed combat, that the Unarmed Competitor is engaging in an abnormally dangerous activity. The Unarmed Competitor further understands that this participation subjects the Unarmed Competitor to a risk of severe injury or death. The Unarmed Competitor, with full knowledge of this risk, nonetheless, agrees to enter into this agreement and hereby waives any claim that the Unarmed Competitor or Unarmed Competitor's heirs may have against the Commission and/or the State of Indiana as the result of any injury the Unarmed Competitor may suffer as a result of Unarmed Competitor's participation in any bout of unarmed combat.

INITIALS OF UNARMED COMPETITOR: _____

The parties, jointly and severally hereby indemnify and hold harmless the State of Indiana and the 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.

If Promoter or Unarmed Competitor breaches this contract, the non-breaching party shall have all remedies available at law or in equity.

Promoter and Unarmed Competitor agree to fulfill, in good faith, the terms and conditions of this contract during the period covered by this contract. It is understood and agreed that if the Unarmed Competitor enters into another bout prior to this bout and lessens his/her value, the Promoter shall have the option of modifying or canceling this contract. The Commission reserves the right to take any disciplinary action against the Unarmed Competitor.

The Promoter is responsible for and shall make all the necessary arrangements in accordance with Commission rules/regulations for said bout.

OTHER ITEMS agreed to by Unarmed Competitor and Promoter include: _____

This contract shall be submitted to and approved by the Commission a minimum of ten (10) days before the scheduled bout.

No modification or amendment to this contract shall be binding upon the parties unless the same is in writing, signed by the respective parties hereto, and filed with and approved by the Commission.

Printed Name of Promoter: _____

License Number: _____

Signature of Promoter: _____

Date (month, day, year): _____

Printed Name of Unarmed Competitor: _____

License Number: _____

Signature of Unarmed Competitor: _____

Date (month, day, year): _____

Printed Name of Manager of Unarmed Competitor: _____

License Number: _____

Signature of Manager of Unarmed Competitor: _____

Date (month, day, year): _____

ACKNOWLEDGMENT OF RECEIVING PURSE PAYMENT

Net Pay = \$ _____ Deductions: _____

Printed Name of Unarmed Competitor: _____

Signature of Unarmed Competitor: _____

Date (month, day, year): _____