Reset Form

BOUT CONTRACT BETWEEN PROMOTER AND MARTIAL ARTIST

State Form 54111 (R5 / 1-12)
INDIANA GAMING COMMISSION

Indiana Gaming Commission
Attn: Athletic Division
101 W. Washington Street
East Tower, Suite 1600
Indianapolis, Indiana 46204
Fax: (317) 233-0047

This contract is made this _____ (*Day*) day of _____ (*Month*), _____ (*Year*), by and between _____ (*Promoter's Name*) of the City of _____ (*Promoter's City of Residence*) and State of _____ (*Promoter's State of Residence*), a martial arts promoter duly licensed under the laws of the State of Indiana (License No. _____ (*Promoter's Indiana License No.*)) (hereinafter "Promoter"), and _____ (*Fighter's Name*) of the City of _____ (*Fighter's City of Residence*) and State of _____ (*Fighter's State of Residence*), holding Indiana License No. _____ (*Fighter's Indiana License No.*) and Martial Arts National Identification No. is _____ (*Fighter's National ID No.*) (hereinafter "Fighter").

Fighter agrees to enter into a martial arts bout at the site location of _____ (*Name of Event Venue*) in the city of _____ (*City Location of Event Venue*) and the State of Indiana on the _____ (*Day*) day of _____ (*Month*), _____ (*Year*) for _____ (*No. of Rounds*) rounds to a decision with _____ (*Name of Opponent*) of the State of _____ (*Opponent's State of Residence*) and Mixed Martial Arts National Identification No. is _____ (*Opponent's National ID No.*). This bout shall be at a weight not over _____ (*Maximum Weight*) pounds. Weigh-ins for the bout shall take place on the _____ (*Day*) day of _____ (*Month*), _____ (*Year*) at _____ (*Time*) o'clock in the City of _____ (*City of Official Weigh-In*) and State of Indiana. All weights shall be taken on scales as provided by the statutes and regulations of the State of Indiana. Fighter must provide all required information including medical examinations to the Indiana Gaming Commission (hereinafter "Commission") in a timely manner.

Promoter shall pay Fighter, and Fighter shall accept a purse in the amount of $_____ (*Amount of Purse*) dollars and, in addition, other expenses as follows _____ (*List any additional expenses to be paid by the promoter*). All purse amounts shall be made immediately after the conclusion of the bout or the event directly to the Fighter, unless otherwise agreed to in writing.

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

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

In the event the bout in which the Fighter is scheduled to participate does not occur, due to a nonappearance of the Fighter's opponent, the inability of the Fighter's opponent to meet the Commission's medical requirements, the inability of the Fighter's opponent to get licensed, or the inability of the Fighter's opponent to make the contracted weight, the Promoter agrees to pay the Fighter a total of $_____ (*Amount of Purse to be Paid*).

Fighter or Manager may not be entitled to the compensation described above or any part thereof if an official of the Commission decides that Fighter 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.) Fighter did not give a good faith exhibition of his/her skills, 3.) Fighter 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 Fighter 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 _____ (*Glove Weight*). 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 Fighter understands by participating in a bout of martial arts, that the Fighter is engaging in an abnormally dangerous activity. The Fighter further understands that this participation subjects the Fighter to a risk of severe injury or death. The Fighter, with full knowledge of this risk, nonetheless, agrees to enter into this agreement and hereby waives any claim that the Fighter or Fighter's heirs may have against the Commission and/or the State of Indiana as the result of any injury the Fighter may suffer as a result of Fighter's participation in any bout of martial arts.

INITIALS OF FIGHTER: _____

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

Promoter and Fighter 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 Fighter 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 Fighter.

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 Fighter and Promoter include: _____

_____

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 Fighter: _____ License Number: _____

Signature of Fighter: _____ Date (*month, day, year*): _____

Printed Name of Manager of Fighter: _____ License Number: _____

Signature of Manager of Fighter: _____ Date (*month, day, year*): _____

ACKNOWLEDGMENT OF RECEIVING PURSE PAYMENT
(*not to be completed until after bout or event has concluded*)

Net Pay = $_____ Deductions: _____

Printed Name of Fighter: _____

Signature of Fighter: _____ Date (*month, day, year*): _____