

# PROFESSIONAL BOUT AGREEMENT/CONTRACT

Access this form via website at: [hawaii.gov/dcca/pvl](http://hawaii.gov/dcca/pvl)

CONTESTANT INFORMATION:	PROMOTER INFORMATION:
NAME: _____	NAME: _____
HAWAII LICENSE NO.: _____	HAWAII LICENSE NO.: _____
ADDRESS: _____ _____	ADDRESS: _____ _____
TELEPHONE NO.: _____	TELEPHONE NO.: _____

The contestant agrees to participate in a professional MMA bout sponsored by the promoter against \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, which is located in \_\_\_\_\_, Hawaii.

The above-named contestant hereby agrees to participate at the maximum weight of \_\_\_\_\_ pounds. (Note: The Hawaii MMA Program shall not waive the weight category requirements when the contestant's weigh span exceeds ten (10) pounds (excluding the cruiserweight and heavyweight categories). Weigh-ins for the bout shall take place:

Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Location: \_\_\_\_\_

The contestant agrees to wear \_\_\_\_\_ ounce gloves during the bout. Contestant's opponent shall wear the same ounce glove.

The promoter and contestant hereby agree the contestant will be or has been paid/compensated as follows:

	SHOW	/	WIN
GROSS PURSE <sup>1</sup>	\$ _____	/	\$ _____
DEDUCTIONS:			
Fees, Charges & Expenses <sup>2</sup>	\$ _____		
Advances to Contestant	\$ _____		
<b>TOTAL AMOUNT PAID TO CONTESTANT:</b>	\$ _____		

\_\_\_\_\_  
Contestant sign upon payment after fight

(CONTINUED ON PAGE 2)

The Contestant understands that by participating in this contest of unarmed combat, the Contestant is engaging in an abnormally dangerous activity which subjects Contestant to a risk of severe injury or death. The Contestant, in full knowledge of the risks, nonetheless, agrees to enter into this agreement and hereby waives any claim that the Contestant or Contestant's heirs may have against the Hawaii MMA Program (hereafter "Program") or the State of Hawaii as the result of any injury the Contestant may suffer as a result of Contestant's participation in this contest.

**I have read and understand the above.**

**Contestant's initials** \_\_\_\_\_

The contest shall be conducted in accordance with the laws of the State of Hawaii and in accordance with the statutes, rules, regulations and policies of the Program which are hereby made part of this agreement.

It is understood and agreed that the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Hawaii.

In this agreement, the words and terms used herein, shall have the meanings ascribed to them in the Program's statutes and regulations. Gloves, approved by the Program, for said contest shall be supplied by the Promoter at a weight approved by the Program.

The Promoter shall compensate the Contestant the total amount listed on page 1 in the event the contest fails to materialize if Contestant gets licensed, passes medicals, makes weight, is cleared by the Program to compete, and remains willing to compete under the terms of this agreement unless otherwise set forth in an attached agreement.

It is agreed that Promoter may request that the contract payment terms be renegotiated, if Contestant fails to weigh in accordance with Program requirements, or if the Program that Contestant has failed to meet the contracted weight. Unless Promoter and Contestant agree to the new terms, Contestant is not obligated to compete and Promoter is not obligated to pay the Contestant.

It is agreed that Promoter shall not be required to compensate Contestant, if Contestant fails to obtain the requisite license from the Program or if Contestant fails to gain clearance to compete from the Program.

It is agreed that if Contestant, after signing this Agreement, enters into another contest prior to the one contracted for herein, without the consent of Promoter, and is defeated, then Promoter shall have the option to rescind and cancel this agreement without liability.

The parties, jointly and severally hereby discharge, release, indemnify and hold harmless the Program, the Program's employees, bout officials and agents, and the State of Hawaii in their individual, personal and representative capacities against any and all claims, suits, actions, debts and judgments, in law or equity, brought against the parties named in this agreement due to this agreement and all other matters relating hereto.

If any portion of this agreement is held to be unenforceable by a court of law or equity, this agreement shall be construed as if such provision did not exist and shall not be held to render any other provisions of the agreement as unenforceable.

This agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations and other agreements that may have been made in connection with this specific subject matter.

The Contestant and Manager both agree to enter into this contest in good faith and agree that the contest's outcome shall be determined solely by the honest competition and skills of the contestants. Manager and contestant represent that they know of no physical, legal, medical or mental impediment to contestant's participation or licensure.

Any notices required or desirable to be given to contestant may be given to manager as contestant's agent.

The parties agree that if the Program or its representative determines, that the possibility of a breach of this agreement exists, then he or she may order that the compensation under this agreement be paid directly to the Program until such time as the matter can be fully reviewed.

Contestant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Promoter's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Manager's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This material can be made available for individuals with special needs. Please call the Licensing Branch Manager at (808) 586-3000 to submit your request.