

PROFESSIONAL BOUT AGREEMENT/CONTRACT

CONTESTANT INFORMATION: NAME: _____ HAWAII LICENSE NO.: _____ ADDRESS: _____ _____ TELEPHONE NO.: _____	PROMOTER INFORMATION: NAME: _____ HAWAII LICENSE NO.: _____ ADDRESS: _____ _____ TELEPHONE NO.: _____
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The contestant agrees to participate in a professional boxing contest 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. Weigh-ins for the bout shall take place at:

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 ¹	\$	/	\$	_____
DEDUCTIONS:				
Fees, Charges & Expenses ²	\$	_____		
Advances to Contestant	\$	_____		
TOTAL AMOUNT PAID TO CONTESTANT:	\$	_____		

_____ Contestant to sign upon payment after fight

(CONTINUED ON PAGE 2)

1. Must include all payments or consideration provided to the contestant.
 2. Include training expenses assessed to or deducted from the contestant.

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 State Boxing Commission of Hawaii (hereafter "Commission") 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 Commission which are hereby made a 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 Commission's statutes and regulations. Gloves, approved by the Commission, for said contest shall be supplied by the Promoter at a weight approved by the Commission.

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 Commission 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 in accordance with Commission requirements, or if 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 Commission or if Contestant fails to gain clearance to compete from the Commission.

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 Commission, the Commission'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 Commission 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 Commission 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 (808) 586-2701 to submit your request.