



CAMO APPROVED OFFICIAL BOUT AGREEMENT

PROMOTER: _____

WEIGHT: _____ **ROUNDS (e.g. 3X2):** _____

CONTESTANT1: _____

CONTESTANT2: _____

BOUT DATE AND TIME: _____

BOUT LOCATION: _____

For good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, Promoter, Contestant1 and Contestant2 (Contestant1 together with Contestant2 hereinafter referred to as Contestants) hereby agree that Contestants shall compete against each other at the Weight, for the number of Rounds, on the Date and Time and at the Location as all specified above (hereinafter, the "Bout").

Promoter and Contestants hereby also agree to the following additional terms:

- 1. Definitions.** In this agreement, the words and terms used herein, unless the context otherwise requires, shall have the meanings ascribed to them in the Rules and Regulations Governing Amateur Mixed Martial Arts in California ("AMMA Rules") as established by the California Amateur Mixed Martial Arts Organization, Inc. ("CAMO").
- 2. The Bout.** The Bout shall be conducted in all respects in conformity with the AMMA Rules and the laws of the State of California.
- 3. Reporting Time.** The Contestants shall personally report at the above-named site location for weighing and medical examination, in accordance with the rules and regulations of, and as directed by, CAMO.
- 4. Applicable Law.** It is understood and agreed that the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the AMMA Rules. The terms of this agreement shall in all respects be in conformity with the AMMA Rules now or hereafter adopted by CAMO and the laws of the State of California, which laws and rules are hereby made a part of, and incorporated into, this agreement. It is agreed by all of the parties hereto, that any dispute connected to or arising out of this agreement shall be resolved in accordance with the policies and procedures established in the AMMA Rules.
- 5. Assumption of the Risk.** The Contestants each understand that by participating in the Bout, which is a contest of unarmed combat, the Contestants are engaging in an abnormally dangerous activity. The Contestants each further understand that this participation subjects each Contestant to a risk of severe injury or death. The Contestants, with full knowledge of the risk, nonetheless, agree to enter into this agreement and participate in the bout, and hereby assume the risks attendant to participation in the contest, and each waives any claim that each of the Contestants or Contestants' heirs, respectively, may have against CAMO, its officers, directors, employees, volunteers, agents, and all officials licensed by CAMO, and/or the State of California as the result of any injury the Contestants may suffer as a result of the Contestants' participation in the Bout.
- 6. Release.** **THE UNDERSIGNED PROMOTER AND CONTESTANTS HEREBY RELEASE, DISCHARGE, HOLD HARMLESS, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND DEFEND CAMO, its** directors, agents, officers, volunteers, employees, and all officials licensed by CAMO, and any sponsors and/or advertisers at any contest or event sanctioned by CAMO (hereinafter, collectively the "Releasees") from all liability, claims, demands, losses, or damages to any of them, and/or their personal representatives, assigns, heirs, and next of kin, for any loss or damage, and waive any claim or demands on account of injury to their persons, or property, including injury leading to death caused or alleged to be caused in whole or in part by the ordinary active or passive negligence of the Releasees, other contestants, or otherwise, including negligent rescue operations, in connection with the participation in, officiating at, observation of, or conduct of any Mixed Martial Arts and/or Pankration contests,

exhibitions, or other activities.

7. Indemnification. The undersigned further agree that if, despite this release, they, or anyone on their behalf makes a claim against any of the Releasees based on claims or causes of action for which they have released those Releasees, they **WILL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**

8. Interpretation. The undersigned further expressly agree that the foregoing release, waiver and indemnification provisions are intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. The undersigned state that they have read this Official Bout Agreement, and the release, waiver of liability and indemnity clauses, and agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

9. Name, Likeness, Media Rights. The parties hereby agree that CAMO shall have the non-exclusive right in perpetuity throughout the universe, and may grant to others the right, to disseminate, display, reproduce, use, print, publish, and make any other use of each of the Contestants' names, voice, persona, signature and/or likenesses, and biographical material concerning Contestants, and Contestants' performance in the Bout, as news or informative matter and in connection with advertising, publicizing and exploiting the Bout and/or any media or other exploitation of the Bout, including, but not limited to, the right to use and authorize others to use the same in connection with the broadcast of all or part of the Bout, any recordings of the Bout (including home video), and the credits of the Bout, in trailers, in commercial tie-ups, and in all other forms and media of advertising and publicity.

10. Entire Agreement and Modifications. 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, discussions, and other agreements that may have been made in connection with the specific subject matter hereof. Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing, signed by the respective parties hereto, and filed with CAMO.

11. Severability. If any provision in 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 the non-enforceability of such provision shall not be held to render any other provision or provisions of this agreement unenforceable.

12. Notices. All notices or other communications required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or mailed regular or certified mail to the appropriate party at the last known address on record with CAMO. It is understood by the parties that it is the responsibility of each party to notify the CAMO of any change of address.

13. Waiver of Breach. Failure to declare a breach or the actual waiver of any particular breach of the agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

14. Assignment. Except as expressly provided herein, neither party shall assign, transfer nor delegate any rights, obligations or duties under this agreement without prior written consent of CAMO.

IN WITNESSETH WHEREOF, the parties hereto affix their signatures on the date indicated,

PROMOTER (Signature): _____ **Date:** _____

CONTESTANT1: _____ **Date:** _____

CONTESTANT2: _____ **Date:** _____