



BOUT CONTRACT BETWEEN PROMOTER AND BOXER

State Form 12210 (R8 / 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 of _____, _____, by and between _____ of the City of _____ and State of _____, a boxing promoter duly licensed under the laws of the State of Indiana (License No. _____) (hereinafter "Promoter"), and _____ of the City of _____ and State of _____, holding Indiana License No. _____ and Boxer Federal Identification No. is _____ (hereinafter "Boxer").

Boxer agrees to enter into a boxing 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 Boxer Federal 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. Boxer must provide all required information including medical examinations to the Indiana Gaming Commission (hereinafter "Commission") in a timely manner.

Promoter shall pay Boxer, and Boxer 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 or the event directly to the Boxer, unless otherwise agreed to in writing.

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

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

In the event the bout in which the Boxer is scheduled to participate does not occur, due to a non appearance of the Boxer's opponent, the inability of the Boxer's opponent to meet the Commission's medical requirements, the inability of the Boxer's opponent to get licensed, or the inability of the Boxer's opponent to make the contracted weight, the Promoter agrees to pay the Boxer a total of \$ _____.

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

INITIALS OF BOXER: _____

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

Promoter and Boxer 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 Boxer 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 Boxer.

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 Boxer 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 Boxer: _____

License Number: _____

Signature of Boxer: _____

Date (month, day, year): _____

Printed Name of Manager of Boxer: _____

License Number: _____

Signature of Manager of Boxer: _____

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 Boxer: _____

Signature of Boxer: _____

Date (month, day, year): _____