

### **1. Registration fee**

After the payment of the initial registration fee, there is no refund in case of sickness or injury except when the Fighter provides official medical documents that prove the existence of any sickness or injury that make competing impossible for him or her. Further the registration fee will not be refunded if the Fighter fails to make weight and therefore is not able to fight. Also if for any reasons the organisation has to change the opponent of the fighter before the fight, no refund is possible.

### **2. Compensation and Consideration**

Promoter will not compensate Fighter for the MMA Contest in a monetary or similar financial way, and the Fighter agrees to accept this. The Promoter will publish one of the Fighter's social media accounts at least one time after the MMA Contest in one his social media channels, if the Fighter did not breach any obligations of this Agreement or this Agreement is not terminated by the Promoter due to section 7.b. of this Agreement. In any case the registration fee will not be refunded to the Fighter.

### **3. Inherently Dangerous Activity/Insurance**

Fighter understands and acknowledges that by participating in this MMA Contest, the Fighter is engaging in an abnormally dangerous activity which subjects Fighter to a risk of severe injury or even death. The Fighter, in full knowledge of these risks, nonetheless, agrees to enter into this Agreement and hereby unconditionally waives any claim that the Fighter or Fighter's heirs or other legal successors may have against the Promoter and any of Promoter's affiliates (including, but not limited to Promoter's venue and broadcast partners) as the result of any injury the Fighter may suffer as a result of Fighter's participation in this MMA Contest. The Promoter accepts these waivers.

### **4. Commission and Legal Jurisdiction**

The MMA Contest and this Agreement shall be governed in accordance with the substantive laws of Austria under exclusion of any conflict of law rules. Any conflict arising out of this Agreement or related thereto shall be resolved exclusively in and by the competent court located in Vienna, Austria.

### **5. Promotional Rights:**

Promoter shall have the non-exclusive, irrevocable, royalty-free and worldwide right to use and disseminate the Fighter's name (including nicknames or pseudonyms), signature, likeness, images, voice and biographical information in connection with or for the purpose of promotion, marketing, presenting and exploiting the MMA Contest/Event (meaning the event in the course of which the MMA Contest is taking place) at his sole discretion hereunder, (the „Promotion Rights“), in any and all media now known or hereafter existing. Promoter may use and market the Promotional Rights in any manner, in its sole discretion and for its own account. The Fighter also agrees and confirms that Promoter is authorized to grant third parties a further authorization to use and disseminate the image, name, surname, nickname and signature of the Fighter for the purposes described in the foregoing sentence.

The Fighter waives any claims with regard to promotional rights described under this section 5.

## **6. Work Made for Hire:**

The results and proceeds of Fighter's performance under this Agreement shall be deemed a work-made-for-hire for Promoter, specially ordered or commissioned by Promoter within the meaning of the copyright laws of Austria or any similar or analogous laws or statutes of any other jurisdiction. Accordingly, Promoter shall exclusively own automatically and Fighter assigns from their creation all now known or hereafter existing rights of every kind, in perpetuity and in all languages, pertaining to such results and proceeds, the MMA Contest and all elements therein (collectively, „the Work“), for all now known and/or hereafter existing uses, media and forms, including without limitation, all copyrights (and renewals and extensions thereof), all audiovisual rights, all forms of motion picture, photographs, free and pay television, digital television, internet streams, videocassettes, DVDs, video laser discs, any and/or devices now existing and/or hereafter devised, sound record, audio recordings, and commercial tie-in arrangements, and all allied and all ancillary and subsidiary rights therein. Promoter, in its absolute discretion, shall have the sole and exclusive right to administer and the exclusive right to administer and exploit the Work, to sell, use and license the use of the Work throughout the world in perpetuity and to execute in its own name any and all licenses and agreements affecting or respecting the Work, or to refrain from doing any of the foregoing in its sole and absolute discretion.

## **7. Fighter's Assistance in MMA Contest's Promotion:**

a. Fighter understands that Promoter may request that Fighter participate in pre-fight and post-fight interviews with various media outlets (television, print, radio) at the fight location and/or at various times prior to the date of the scheduled MMA Contest either in person for radio and television interviews and potentially via the telephone for radio interviews. Fighter agrees to participate in the above referenced interviews (Youtube, TV, print, radio etc.) as requested and as directed by Promoter. Fighter understands that his participation in the aforementioned interviews is an obligation under this Agreement and that failure to participate as requested/directed by Promoter shall constitute a contractual breach. Such breach entitles Promoter to terminate this Agreement with no further obligation to Fighter. Fighter also agrees to make no disparaging public remarks regarding Promoter and, through the date of the MMA Contest, not to mention or appear at events promoted by any competing MMA company unless written permission is given by Promoter.

b. The parties acknowledge that the Fighter performs services under this Agreement as an amateur. In the event that the Fighter, at any given point in time, has participated or will participate in a professional MMA event (e.g. UFC or Bellator), the Fighter agrees to act as commentator for at least one (1) MMA contest which is being organized by the Promoter. For the avoidance of doubt, the sole compensation and consideration for such commentator services shall be in accordance with section 2 of this Agreement.

#### **8. Promotional Exclusivity Prior to MMA Contest:**

It is agreed that after signing this Agreement Fighter will neither enter into an agreement nor compete in another contest (any martial arts contest of any nature) prior to the one contracted for herein, without the prior written consent of Promoter and that doing so will cause harm to the Promoter, which is not compensable in monetary damages. If Fighter so contracts and/or competes, Promoter will have the right, and Fighter does not object and agree to this right, to immediately obtain from the competent court an injunctive relief prohibiting Fighter from participating in the prior contest scheduled to occur before Promoter's scheduled MMA Contest.

#### **9. Gloves and Equipment:**

Gloves and shorts shall be supplied by the Promoter in accordance with Promoter's approved cost and expense. Except for gloves and shorts, Fighter is responsible for providing his own equipment that meets the standards of MMA contests as well as Promoter's standards, including the Fighter providing an acceptable mouth guard and athletic cup. Fighter may elect to have Promoter's cut man wrap his hands.

#### **10. MMA Contest's Cancellation or Alteration:**

- a. If Fighter's original opponent as listed above in this Agreement is unable to perform, Promoter will have the right but not the obligation to provide an alternative opponent for Fighter on another or even the same date. If Promoter does not provide an alternative opponent or so provides an alternative opponent for Fighter and Fighter chooses not to participate in the MMA Contest with the alternative opponent provided by Promoter, Promoter shall have no further obligation to Fighter (including, for the avoidance of doubt, Promoter's obligation under section 2 of this Agreement). The foregoing applies to all cases in which the MMA Contest does not take place.
- b. If the MMA Contest does not take place due to Fighter's unwillingness, Fighter's inability to compete, or any other reason whatsoever, the Promoter shall have the right to reschedule the MMA Contest or terminate this Agreement at its sole discretion without any further obligations whatsoever under this Agreement (including, for the avoidance of doubt, Promoter's obligation under section 2 of this Agreement).
- c. The Promoter has the right to cancel the MMA Contest for no reason without any compensation or consideration in accordance with section 2 of this Agreement or in any other form. The fighter hereby acknowledges and agrees to the Promoter's right and waives any claims he may have under this Agreement.

### **11. Fighter's Failure to Make Contracted Weight:**

- a. Promoter may terminate this Agreement if Fighter fails to weigh in accordance with the weight listed under section 1 above.
- b. In the event the Fighter or Fighter's opponent fails to weigh-in at the agreed upon contract weight, Fighter acknowledges and agrees that the following provision shall automatically apply, provided that the Promoter permits the MMA Contest to take place as scheduled:
  - i. If Fighter fails to meet the contracted weight set forth in section 1 above Fighter shall remain ready and willing to compete in the MMA Contest, and **EUR 63,00** have to be paid to Fighter's opponent, if the opponent remains ready and willing to compete in the MMA Contest.
  - ii. If the Fighter's opponent has failed to meet the contracted weight for the MMA Contest and Fighter remains ready and willing to compete in the MMA Contest, Fighter agrees that he shall accept **EUR 63,00** as compensation for participating in the MMA Contest.

### **12. Prohibition on Abnormally Dangerous Activities Prior to MMA Contest:**

Fighter and Promoter acknowledge and agree that Fighter's participation in abnormally dangerous activities may cause injury which would impair or render impossible his ability to compete in the MMA Contest which is the subject of this Agreement. Fighter agrees that until completion of the MMA Contest, Bout Fighter will not participate in any activity (other than normal training) which would endanger Fighter's health and safety including but not limited to boxing and wrestling (other than as part of normal training activities), motorcycle riding, moped-riding, auto racing, skydiving, downhill, skiing, snowboarding, bungee jumping, hang gliding, basketball, football, baseball, hockey, lacrosse or any other contact sport. For avoidance of doubt, Fighter may engage as an amateur in golf, tennis, handball, swimming, running, or hiking.

### **13. Sponsors:**

Fighter will be responsible for obtaining all rights, approvals, and clearances necessary to use and/or display the apparel, sportswear, equipment, and/or products displayed by Fighter, his trainers, seconds, and assistants during the MMA Contest. All such rights, approvals, and/or clearances shall be in writing and without undue delay provided to Promoter, upon Promoter's request, prior to the MMA Contest. Fighter agrees that no wording, symbol, picture, design, name or other advertising or informational material shall appear on his person, or upon trunks, robe, shoes, or other clothing worn by Fighter, Fighter's trainers, seconds or assistants during any MMA Contest hereunder, without prior written approval of Promoter. Without limitation of the above, without prior written approval of Promoter Fighter shall not prior, during or after the Bout use or display in any way any wording, symbol, picture, design, name or other advertising or informational material on Fighter's person, trunks, robe, shoes, or other clothing worn by Fighter, Fighter's trainers, seconds or assistants during any Bout hereunder or at any activity sponsored by Promoter which; (i) is in conflict or competition with Promoter, any of Promoter's sponsors, or the site hosting the event, (ii) is in conflict with the requirements of any telecaster or is in competition with any telecaster broadcasting the even, (iii) represents any beer, alcohol, beverage, tobacco, casino, gaming or media company, (iv) may cause injury to the reputation of Promoter or its sponsors, (v) may violate, infringe upon or misappropriate the copyrights, trademarks or other intellectual property rights of any third-party, or (vi) is considered by Promoter, in its sole discretion, to be in bad taste, politically incorrect, sexually harassing or in any other way inappropriate or unacceptable.

**14. Release for Exchange of Medical Information:**

Fighter hereby authorizes Promoter to obtain and exchange Fighter's personal medical information including but not limited to drug test results, in order to facilitate this bout, for registry purposes, for commission purposes, and scheduling purposes. Fighter hereby agrees to provide Promoter with said necessary medical information in his possession upon request. **The fighter confirms that he is or was not using any doping remedy or do blood doping prior to the MMA Contest.**

Further the Fighter hereby confirms to have health insurance, which is valid under Austrian law and enables the Fighter to visit health care facilities such as an hospital.

**14. Indemnification:**

Fighter on behalf of himself and/or his managers, heirs, assignees, representatives, agents or counsel, jointly and severally hereby agree to discharge, release, indemnify, hold harmless and defend Promoter and Promoter's affiliates (including, but not limited to Promoter's venue and broadcast partners) and their respective individual members, employees, officials and agents in their corporate, partnership, individual, personal and representative capacities against any and all claims, suits, actions, debts and judgments, in law or equity, brought against Promoter and/or Promoter's affiliates for any matter related to the MMA Contest, the venue, this agreement and all other matters relating hereto.

**15. Sections Enforceability:**

If any portion of this Agreement is held to be unenforceable by a court of law, 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.

**16. Entire Agreement:**

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 the MMA Contest.

**17. Representations:**

The Fighter agrees to enter into this contest in good faith and agrees that the contest's outcome shall be determined solely by the honest competition and skills of the Fighter. Fighter represents and warrants that he knows of no physical, legal, medical or mental impediment to Fighter's participation or licensure for this MMA Contest. Fighter represents and warrants that he is under no other agreement with any other promoter, corporation, entity, individual or group whose agreement, understanding or contract with Fighter might interfere with, contradict or violate the terms of this Agreement or in any way hinder or impair Fighter's ability to perform under this Agreement. Should any potential impediment arise to Fighter engaging in the MMA Contest, Fighter will immediately inform Promoter and will cooperate in providing any medical or other information requested, to the extent legally permissible.

**18. Independent Contractor Status:**

Nothing in this Agreement shall be construed to make Fighter an employee of Promoter or to appoint Promoter as Fighter's agent. It is intended that Fighter shall remain an independent contractor, responsible for his own actions and expenses including trainers, training expenses and method of training, managers, attorneys, professional memberships and sanctioning fees, if any.

**19. Notices:**

Any notices required or desirable to be given to Fighter may be given to Fighter at the information provided at the registration process.

**20. Effective Date:**

The Fighter hereto acknowledges and agrees that this Agreement shall be deemed effective as of the date he accepts this agreement in the sign up process.