

**Nebraska Athletic Commission**  
**Professional Mixed Martial Arts Contract**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ (“Promoter”), a promoter duly licensed under the laws of the state of Nebraska, and \_\_\_\_\_ (“Contestant”) to compete as a Mixed Martial Arts (“MMA”) contestant.

**1. Appearance of the Contestant.** The Contestant agrees to appear and enter into a MMA contest at \_\_\_\_\_ (location) on \_\_\_\_\_ (date) or on a date to be hereafter agreed upon, for \_\_\_\_\_ rounds to a decision with \_\_\_\_\_ (“Opponent”). Contestant may not compete in a different contest before the date stated in this agreement unless the contestant obtains written approval from the Promoter.

**2. Compensation of Contestant.** Promoter agrees to pay Contestant for the contest, and the Contestant agrees to accept in full all claims and demands for their performance in this contract the sum of \$ \_\_\_\_\_ DOLLARS (“show purse”), with an additional \$ \_\_\_\_\_ DOLLARS (“win bonus”) if the Contestant wins the contest, as well as any additional EXPENSES paid to the Contestant as follows: \_\_\_\_\_.

**3. Weigh-ins.** Weigh-ins for this contest shall be held at \_\_\_\_\_ am/pm at \_\_\_\_\_ (location) on \_\_\_\_\_ (date). Contestant agrees to be at a weight not over \_\_\_\_\_ (“agreed upon weight”), with the weigh-in to be taken on scales approved or provided by the Nebraska State Athletic Commission (“Commission”). Contestant will be allowed a one pound allowance for scale variance. Any contestant who exceeds the agreed upon weight at the weigh-in by more than one pound is subject to the provisions described in paragraph 4, below.

**4. Damages for Missing the Agreed Upon Weight.** If Contestant exceeds the agreed upon weight by more than one pound to four pounds, Contestant hereby agrees to forfeit **twenty-five percent (25%)** of Contestant’s show purse and win bonus, if any, to Opponent as liquidated damages. If Contestant exceeds the agreed upon weight by more than four pounds, then Contestant agrees to forfeit **fifty percent (50%)** of Contestant’s show purse and win bonus, if any, to Opponent as liquidated damages. An Opponent that meets the agreed upon weight may either agree to participate in the contest with the additional forfeited amount, or refuse the contest and be paid the Opponent’s compensation and travel fees. All contests are subject to the approval of the Commission.

**5. Applicable Law.** 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 Nebraska. The terms of this agreement shall in all respects be in conformity with the laws of the State of Nebraska, and the rules and regulations now or hereafter adopted by its Commission, which laws and rules are hereby made a part of and incorporated into this agreement.

**6. Violations of Laws or Rules and Regulations.** Promoter and Contestant agree to fulfill in good faith the terms and conditions of this contract during the period covered by this contract. Contestant shall not be entitled to the compensation described above, or any part thereof, if an official of the Commission determines that Contestant: (a) Did not enter into the contract in good faith or had any collusive understanding or agreement regarding the termination of the match; (b) Contestant did not give a good faith exhibition of his skills; or (c) Contestant has violated any of the laws or rules and regulations administered by the Commission.

**7. Assumption of Risk.** Contestant understands that by participating in a contest or exhibition of MMA, which the Contestant is engaging in an abnormally dangerous activity. The Contestant further understands that this participation subjects the Contestant to a risk of severe injury or death. The Contestant, with full knowledge of this risk, nonetheless, agrees to enter into this agreement and hereby waives any claims that the Contestant or Contestant’s heirs may have against the Commission and the State of Nebraska as a result of any injury the Contestant may suffer as a result of Contestant’s participation in any contest or exhibition of MMA in the State of Nebraska.

**8. Release.** The parties, for themselves, their heirs, executors, administrators, successors, and assigns, hereby release and forever discharge the State of Nebraska and the Commission, and each of their members, agents, and employees in their individual, personal, and representative capacities from any and all actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever known or unknown, in law or equity, that the parties ever had, now have, or claim to have against any and all of the persons or entities named in this paragraph arising out of, or by reason of this agreement, or any other matter.

**9. Indemnification.** The parties, jointly and severally hereby indemnify and hold harmless the State of Nebraska 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.

**10. Entire Agreement and Modification.** This agreement and its attachments constitute the entire agreement of the parties and as such are 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. All prior agreements are superseded and excluded with regard to the specific terms contained herein. 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 the Commission.

**11. Severability.** If any provision in this agreement is held to be unenforceable by a court or law or equity, the 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. 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.

**13. Assignment.** Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this agreement without the prior verbal or written consent of the Commission.

PROMOTER: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTESTANT: \_\_\_\_\_

DATE: \_\_\_\_\_