

Waiver of Liability & Talent Release Agreement

Fighter / Promotions / Setup & Teardown / Street Team/ Photography & Video

Waiver of Liability

Person shall participate in mixed martial arts event and/or services, or use any equipment at his/her own risk. Back Alley Promotions L.L.C. (hereinafter "BAP") and/or Xtreme Knockout L.L.C. (hereinafter "XKO") shall not be liable for any damage or personal injuries sustained by any person in, on or about the premises or Texas Live - Arlington Backyard venue (1650 E Randol Mill Rd, Arlington, TX 76011) or The Factory venue (2713 Canton St, Dallas, TX 75226) or Knockout Live Venue (1520 Nolan Ryan Expy, Arlington, TX 76011) or The Statler (1914 Commerce St, Dallas, TX 75201). Participant does hereby release and discharge BAP and/or XKO, and/or Texas Live/Arlington Backyard venue and/or The Factory venue and Knockout Live in Arlington and/or The Statler from any and all claims, demands or actions arising out of the participation and/or use of or intended use of its facilities, services or equipment, including, without limitation, any claim for personal injuries, resulting from or arising out of the negligence of BAP and/or XKO, its owners, affiliates, agents or employees.

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary and is not required of BAP and/or XKO, its owners, affiliates, agents or employees.

BAP and/or XKO, its owners, affiliates, agents or employees allows Participants to participate in activities that may involve or require travel, such as marketing & promotional activities (together "Activity"). Certain risks are inherent to personal health, safety and/or property when traveling. It is BAP and/or XKO, its owners, affiliates, agents or employees policy that individuals will not be permitted to participate in the Activity unless he or she is willing to accept the associated travel risks and execute this waiver of liability pertaining to those risks.

Back Alley Promotions L.L.C. (hereinafter "BAP") and/or Xtreme Knockout L.L.C. (hereinafter "XKO") shall not be liable for any property damage or personal injuries sustained by any person in, on or about any "Activity" participant chooses to participate.

Personal Property and Valuables

Back Alley Promotions L.L.C. and/or Xtreme Knockout L.L.C., Texas Live/Arlington Backyard venue and/or The Factory venue and and Knockout Live in Arlington and/or The Statler venue shall not be liable for loss or theft of, or damages to, the personal property of the participant.

Confidentiality

Participant agrees not to disclose any Confidential Information supplied to participant by BAP and/or XKO. Participant acknowledges that Confidential Information includes, but is not limited to, all information or material that has or could have commercial value or other utility in the business in which BAP and/or XKO is engaged. Participant further agrees to sign and execute a separate Non-Disclosure Agreement with BAP and/or XKO.

Image & Talent Release

In consideration of participant's engagement as a fighter, entertainer, actor, and/or model and for other good and valuable consideration herein acknowledged as received, upon the terms hereinafter stated, participant hereby gives BAP and/or XKO, their assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use my name (or any fictional name), likeness, picture, portrait, photograph, or video, in all forms and in all media and in all manners, without any restriction as to changes or alterations (including but not limited to composite or distorted representations or derivative works made in any medium) for advertising, trade, promotion, exhibition, or any other lawful purposes, and I waive any right to inspect or approve the photograph(s), video(s), or finished version(s) incorporating the photograph(s), or video(s) including written copy that may be created and appear in connection therewith. Participant hereby releases and agrees to hold harmless the Photographer, Videographer, his or her assigns, licensees, successors in interest, legal representatives and heir from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the photograph(s) or video(s), or in any processing tending toward the completion of the finished product. unless it can be shown that they and the publication thereof were maliciously caused, produced, and published solely for the purpose of subjecting participant to ridicule, scandal, reproach, scorn, and/or indignity, not previously defined in the scripting or outline of the program. Participant further agrees that BAP and/or XKO own the copyright to any photograph(s), or video(s) made. and hereby waives any claims he/she may have based on any use of the photograph(s), video(s) or works derived therefrom, including but not limited to claims for either invasion of privacy or libel. Participant acknowledges that he/she is at least 18 years of age and fully competent to sign this Waiver of Liability & Talent Release Agreement (hereinafter "Agreement"). Participant agrees that this Agreement shall be binding on participant and any legal representatives, heirs, and/or assigns. Participant further acknowledges that he/she has read this Agreement, and is fully aware of, and familiar with, the contents herein. Participant acknowledges having read all of the above, and accepts all risks associated with participation in mixed martial arts events hosted, promoted, or conducted by Back Alley Promotions L.L.C. and Xtreme Knockout L.L.C. Participant's signature below indicates that participant has read and understands all of the material herein.