## **Haymakers for Hope Terms and Conditions**

In consideration of Haymakers for Hope Inc. ("Haymakers for Hope") accepting this entry and my participation in the Haymakers for Hope program, I acknowledge and agree to all of the following terms and conditions.

#### **Injury Clause**

I hereby, for myself, and on behalf of my heirs, executors, administrators, successors and assigns, waive, release and forever discharge any and all rights to any claim I may now have, or might in the future have, against Haymakers for Hope and its officers, directors, employees, agents, participants and representatives, United States Amateur Boxing and any sanctioning local boxing committee of USA Boxing ("USA Boxing"), gyms with which Haymakers for Hope has a contractual arrangement, and all sponsors, event organizers, and venue owners or the officers, sub-committee agents, representatives and assigns of these entities, and I hereby hold all of them forever harmless from any loss, injury, illness or damage, action or cause of action suffered by me during my participation in any event sponsored by, and or arising from traveling to and/or returning from any of the aforementioned entities.

I agree to abide by the rules of Haymakers for Hope including any amendments or changes to those rules adopted after the date hereof. I fully understand that I assume all risk and responsibility for any loss, injury, illness or damage that I may incur in these boxing events and/or the training for said events. I understand and agree that medical, or other services rendered to me by or at the insistence of any of the named parties is not an admission of liability to provide or continue to provide any services and is not a waiver by any of said parties of any right or rights hereunder.

I certify that I have had no injuries to my hands, neither fractures nor broken bones, within three months preceding the dates of this entry form, and no other injuries to the head, concussion, fainting spells or other serious illness, and will notify Haymakers for Hope officials immediately should any of these or any other injuries or conditions be experienced in the future.

I certify that I am aware of the physical demands and hazards of training for and participating in a boxing match, and that I am physically fit and will train sufficiently for participation in this event.

I also understand and appreciate that participation in the sport of boxing carries a risk to me of serious injury or illness, including permanent paralysis or death. I voluntarily and knowingly recognize, accept, and assume this risk.

#### **USA Boxing Medical Rules for Female Boxers**

I certify that I am not pregnant, or have any pelvic discomfort such as symptomatic endometriosis or other causes, abnormal vaginal bleeding of undetermined causes (Etiology), recent loss of menstrual period (Secondary amenorrhea), recently developed

breast mass, recent breast dysfunction previously not present or surgical breast implants (breast implant release available). I further agree that I will immediately notify my trainer, and Haymakers for Hope if any of the above described conditions should develop and/or apply.

#### Right to Determine the Suitability of Participants in Haymakers for Hope Events

Haymakers for Hope, in its sole discretion, may determine who is suitable to participate in any event organized by Haymakers for Hope, and/or organized by any partner/affiliate of Haymakers for Hope.

## **Termination of Participation**

I certify that I am aware that Haymakers for Hope has the unfettered right to terminate my participation in the Haymakers for Hope program at any point, at the sole discretion of Haymakers for Hope. I understand that Haymakers for Hope will seek to put me in a match or matches where I have a fair opportunity to succeed, and that if deemed by Haymakers for Hope that my opponent is not suitable or is injured that Haymakers for Hope will in its sole discretion make an effort to find me a replacement opponent.

I further certify my understanding that my participation in Haymakers for Hope is terminated at any time for any reason, I will be held to a portion of my fundraising minimum (see "**Fundraising**" section below) as set by Haymakers for Hope, depending on the date of my withdrawal and according to the schedule below:

- should I withdraw in Month 1 of my entry to the Haymakers for Hope program, marked by the 2022 New Fighter Orientation, I will be held to 20% of the Fundraising Minimum as described in the **Fundraising** section below;
- should I withdraw in Month 2 of my entry to the Haymakers for Hope program, I will be held to 30% of the Fundraising Minimum as described in the **Fundraising** section below:
- should I withdraw in Month 3 of my entry to the Haymakers for Hope program, I will be held to 50% of the Fundraising Minimum as described in the **Fundraising** section below:
- should I withdraw in the 4th and final month of my entry to the Haymakers for Hope program, I will be held to the full Fundraising Minimum as described in the **Fundraising** section below.

Finally, I understand that if my participation is terminated due to serious medical injury or illness occasioned by—or during—training that prevents me from being able to compete in Haymakers for Hope and that is evidenced by documentation by a physician that is provided to Haymakers for Hope, I will be released from the fundraising commitment scheduled above.

#### **Previous Boxing/Competitive Fighting Experience**

I certify that I must disclose to Haymakers for Hope any and all of my past boxing or competitive fighting experience, including any and all professional or amateur fights, and the aggregate time I have trained in boxing either with a private coach or at a boxing gym. Haymakers for Hope strives to match potential fighters based on equal experience, skill and training and any failure on my part to disclose any past boxing or fighting experience could result in my immediate disqualification from participating in Haymakers for Hope, triggering my fundraising obligations according to the schedule set out in the "**Termination of Participation**" section above.

# **Training and Sparring Match**

I certify that I understand that my training schedule is determined at the discretion of my boxing trainer and myself. I understand that the training lasts for a period of four months and will culminate on event night, the date of which will be disclosed by Haymakers for Hope to me.

In addition, I also understand that I am to spar with my opponent at the sparring day, which is the halfway point of the training program. I understand that the sparring match is mandatory, and failure to participate may result in termination from the event.

If there is a conflict with the sparring day, you must notify Haymakers for Hope immediately so arrangements can be made to organize a make up day. I understand that I may notify Haymakers for Hope immediately after the sparring match that my proposed opponent is not a suitable match for my skills and condition. Haymakers for Hope may in its discretion, but shall not be required to, locate a suitable replacement opponent. If a suitable opponent is not found, my participation in the event will be terminated and fundraising minimum (as described in the Fundraising section set out below) must still be met.

#### **Boxing Involvement Exclusive to Haymakers for Hope Events**

I agree that my participation in the Haymakers for Hope program is exclusive to the Haymakers for Hope event. I agree that I will not participate in any other boxing related events while participating for Haymakers for Hope, without the explicit permission from a Haymakers for Hope official. I agree to inform a Haymakers for Hope official of any local show or smoker in which I plan on participating as part of my training for Haymakers for Hope in advance of said show or smoker. Acknowledgment of such outside participation does not constitute approval or sponsorship of the outside participation by Haymakers for Hope.

#### Signing Up Does Not Guarantee a Fight

I certify that I understand that signing up to participate in the Haymakers for Hope event DOES NOT guarantee me a fight. I also understand that a proper match must be

found for me. Haymakers for Hope in their sole discretion shall determine what does and does not constitute a proper match.

## **Fundraising**

If accepted as a participant, I agree to pay the \$300 registration fee prior to orientation, in order to cover setup costs. I agree to collect a minimum of \$7,500.00 (the "Fundraising Minimum"), which benefits various cancer related organizations. This may be done via my personal Haymakers for Hope fundraising page, cash/check donations, ticket sales to the event, sponsorships, and matching gifts. <a href="Upon acceptance as a participant">Upon acceptance as a participant</a>, I will provide Haymakers for Hope with credit card information, valid through July 2022, to guarantee the fundraising minimum. I understand that all Haymakers for Hope team members, regardless of entry source, commit to the fundraising minimum and to the credit card guarantee of the fundraising minimum.

The due date for my basic commitment to be posted to my personal web page, is the day of the event. I understand that any balance due to reach the basic commitment will be billed to my credit card the day of the event, prior to the start of the event and that no advance credit, adjustment, or reversals at a later date will be made for fundraising deposits posted to my Haymakers for Hope fundraising web page after the basic commitment due date.

I certify that all monies raised through participating for Haymakers for Hope benefit Haymakers for Hope, and are non-refundable.

#### Media

I grant permission for the use of my name and picture in any broadcast, photography, video, or other account of this event. After acceptance into the Haymakers for Hope event, I agree to provide a current or recent photograph of myself upon request from a Haymakers for Hope official (the "Photograph") and certify to Haymakers for Hope that I own all rights to the Photograph.

I hereby grant Haymakers for Hope an irrevocable, assignable, worldwide, royalty-free right to copy, excerpt, adapt, distribute, publicly display, and use photographs and videos, including without limitation the Photograph (with or without my name), whether provided by me or created or modified by Haymakers for Hope, in Haymakers for Hope's publications and promotional materials in any and all forms and media, now known or hereafter developed. I release Haymakers for Hope from any and all claim(s) arising from or related to the use of photographs or recordings of me (with or without my name) or use of my likeness or name, including but not limited to claims for compensation, defamation, invasion of privacy, and rights of publicity.

In addition, I agree to inform a Haymakers for Hope official prior to any interview, press release, article, or any other media outlet that I plan to promote or use the Haymakers for Hope name and/or logo.

## **USA Boxing Passbooks**

I agree to bring a photocopy of my birth certificate or passport, to the event orientation. Haymakers for Hope will pay for the application fee, and

register you for your USA Boxing passbook. If you are a master boxer, your physical exam paperwork can be provided at a later date than the orientation. I understand that the following materials are required by USA Boxing to apply for my passbook:

- Complete Application (Registered by Haymakers for Hope)
- Application fee (to be paid by Haymakers for Hope)
- Photocopy of birth certificate or passport
- Headshot (Fight card photo taken at Media Day)
- Completed Physical form signed by doctor (for participants 40 and older)
- Completed EKG and eye exam (for participants 45 and older)
- Completed USA Boxing Medical Certificate form by fighter and physician (for participants under 40)

### **Equipment**

Haymakers for Hope does provide the following equipment for the night of the fight:

- USA Boxing certified headgear (a limited number are available to be shared by participants)
- Groin protectors (a limited number are available to be shared by participants)
- Tank tops
- Shorts
- Gloves

Participants have to bring their own:

- Mouth guards (cannot be red, hot pink or orange)
- Boxing Shoes

Haymakers for Hope provides each participant with a USA Boxing certified headgear, 16 oz training gloves, and two pairs of handwraps. Participants are required to purchase any additional equipment that they need/want for training. Participants are allowed to use their own equipment on the night of the fight if that equipment meets all specifications of USA Boxing, and is deemed appropriate for competition by Haymakers for Hope.

# **Out of Pocket Expenses**

I certify that I understand that there are some out of pocket expenses related to participating in the Haymakers for Hope program. I agree to pay all of these expenses without reimbursement from Haymakers for Hope or any other entity related to Haymakers for Hope. The out of pocket expenses include, but are not limited to:

- Any boxing equipment purchased for the use of training that will be kept by the fighter
- Mouth guard (cannot be red, hot pink or orange)
- Boxing Shoes

- Personal training sessions
- Previously established gym memberships. Haymakers for Hope will cover any membership costs for memberships of new boxers.

# **Drug Use**

I certify that I understand and agree that use of performance enhancing drugs, steroids, or any other substance illegal for athletic competitions, is strictly forbidden, will result in my immediate dismissal from the Haymakers for Hope team, that all monies I raise will not be refunded, and I will still be liable for the fundraising minimum owed to Haymakers for Hope.