

## OFFICIAL COMBATANT'S CONTRACT

THIS COMBATANT CONTRACT ("Contract") is entered into by and between TRC, ROBOT REBELLION on the one hand, and the combatant and all associated team members and affiliates set forth below (collectively, "Combatant"), on the other hand. TRC and Combatant shall sometimes collectively be referred to as the "Parties."

TRC intends to present multiple robotic combat tournaments ("Tournament") in the year of 2019. The Tournament will feature the radio-controlled robots of the Combatant and other competitors in one-on-one combat. It is the purpose of this Contract to set forth the terms and conditions of Combatant's participation in the Tournament. Accordingly, in consideration of TRC's promotion of, and Combatant's desire to compete in, the Tournament, the Parties agree as follows:

### **1. Nature Of The Tournament.**

Combatant acknowledges that the Tournament will involve physical combat between robots operated by Combatant and other contestants. Such combat may result in significant damage to, or the complete destruction of, Combatant's robot(s). Combatant acknowledges and expressly accepts the risk of loss of any robot(s) and property that Combatant uses to compete in the Tournament. Combatant shall not assert any claims for property loss against TRC or any other person or entity that arise out of or are related to the Tournament.

### **2. Compliance With Rules, Regulations, and Instructions.**

Combatant agrees to comply with all of TRC's written and oral rules and regulations relating to the Tournament. Certain of these rules and regulations can be accessed on the Internet at [www.dallasrobotarena.com](http://www.dallasrobotarena.com) and additional rules may be set forth orally or in writing at the Tournament. To the extent that Combatant fails to comply with any of TRC's written or oral rules or regulations, TRC may, at its' sole discretion, disqualify that Combatant and/or the Combatant's robot(s) from the Tournament.

### **3. Safety.**

It is essential that all robots competing in the Tournament operate safely. Combatant expressly warrants and represents that Combatant's robot(s) complies with all of TRC's rules and regulations relating to design, construction, and safe operation. If, at any time, Combatant believes that a robot poses a risk of danger or injury to any person, Combatant shall immediately cease all operation of that robot. TRC shall have unlimited discretion to disqualify a robot or an individual from competing in the Tournament for any reason.

### **4. Release of Liability and Indemnity.**

Notwithstanding the various efforts that will be made to ensure that the Tournament is safe, Combatant acknowledges that robotic combat is inherently dangerous and involves the risk of serious injury to competitors and spectators. Combatant expressly waives, releases, and holds harmless TRC from all claims, demands, causes of action, damages, and/or liabilities that may arise from the Tournament and any preparations for the Tournament. Combatant expressly agrees to indemnify and hold harmless TRC from all claims, demands, causes of action, damages, and/or liabilities which may be suffered or incurred arising out of the design, maintenance, appearance, and/or operation of Combatant's robot, including any intellectual property rights associated with the robot.

### **5. Grant of Rights.**

Except as set forth expressly in paragraph 6 below, Combatant agrees that TRC shall have the perpetual non-exclusive right to display, use, and otherwise exploit all rights Combatant may hold in the following: (a) Combatant's name, voice, likeness, biographical data, and identity; (b) the design and appearance of Combatant's robot(s). It is agreed that TRC shall have the right, but not the obligation, to film, photograph, and/or videotape the Tournament, including without limitation, events taking place prior to, during, and after the Tournament, in whole or in part, by means of any media and to commercially exploit the resulting product in perpetuity, by any means. TRC shall have the sole and exclusive right to distribute, sell, license, exhibit, and in any other manner exploit all derivative works resulting from the Tournament and the filming, photographing, and videotaping thereof.

## **6. Warranties.**

Combatant warrants that he/she/it owns or controls the robot entered pursuant to this Contract and has the right to enter this Contract and to grant to TRC all of the rights, licenses, and privileged set forth above.

## **7. Miscellaneous.**

- (a) **Compliance With Rules, Laws, and Statutes.** In addition to the terms set forth in this Contract, Combatant agrees to be bound by and comply with any other requirements and to abide by all other laws, statutes, ordinances, and regulations which may be imposed by the Federal, State, or local governments.
- (b) **Waiver, Amendment, Modification.** Except as otherwise provided above, any waiver, amendment or other modification of this Contract will not be effective unless in writing and signed by the party against whom enforcement is sought. The waiver by either party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or different right or remedy in other instances.
- (c) **Severability.** If any provision of this Contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Contract.
- (d) **Assignment.** Combatant may not assign or delegate any rights or duties of Combatant under this Contract without the prior written consent of TRC. The obligations and duties of this Contract shall be binding upon the Parties, and their successors and permitted assigns, and the rights of this Contract shall inure to the benefit of permitted successors and assigns. The Parties expressly agree that TRC shall be permitted to assign, transfer, and/or encumber this Contract in whole or in part in its sole discretion.
- (e) **No Consequential Damages.** Under no circumstances will TRC be liable to Combatant for any lost profits or any indirect, special, consequential, or punitive damages.
- (f) **Further Assurances.** The Parties hereby agree to perform such acts and to prepare, execute, and file all documents or stipulations reasonably required to perform the covenants, to satisfy the conditions herein contained, or to give full force and effect to this Contract.
- (g) **No Obligation to Exercise.** TRC shall not be obligated to exercise any right granted to it under this Contract, and DARC shall in no event incur any liability for failure to exercise any such right. TRC may exercise, or decline to exercise, any right granted or created by this Contract in TRC's sole and complete discretion.
- (h) **Notices.** All notices shall be in writing and shall be delivered personally by hand delivery or by United States Postal Service, certified, return receipt requested, Federal Express or other internationally recognized receipted overnight or courier service, postage prepaid to the intended Party at the following addresses:
- (1) If to TRC: Brady Davis 6565 McCallum Blvd. #384 Dallas, Texas (2) If to Combatant or a team member or affiliate: the Addresses listed on the signature pages of this Contract.
- (i) **Independent Contractors.** For the purposes of this Contract, Combatant shall be deemed to be an independent contractor and not an agent or employee of TRC. Combatant shall not have authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on TRC.
- (j) **Governing Law.** The validity and interpretation of this Contract and the legal relations of the Parties to it shall be governed by the laws of the State of Texas. Any lawsuit arising out of or relating to this Contract or the Tournament shall be filed in the Dallas County Superior Court. In any such lawsuit, the Parties expressly waive their right to a trial by jury.
- (k) **Entire Agreement.** This Contract constitutes the complete and entire statement of all terms, conditions and representations of the agreement between TRC and Combatant with respect to its subject matter, and supersedes all prior agreements, writings or understandings, whether oral or in writing.
- By signing below, Combatant and all of his/her/its team members and affiliates agree to be bound by all of the terms and conditions of this Contract. The individuals listed below represent and warrant that they represent all of the individuals associated with Combatant by way of ownership, operation, or maintenance of the robot(s) competing in the Tournament.
- ## **8. Team Captain**
- (a) A single member of Combatant's team shall be selected by Combatant as the Team Captain. The Team Captain shall be clearly identified on the signature page of this Contract including the Team Captain's social security number. A copy of the Team Captain's picture identification shall be included with this Contract when the Contract is submitted to TRC. Any potential royalties, prize money or other payment to Combatant will be made payable to the Team Captain.
- (b) It is understood by all parties that the Team Captain shall be responsible for all members of Combatant's team. Should any matter regarding lack of compliance to the Rules, conduct, behavior, etc as described in this Contract be brought to the attention of TRC, the Team Captain will be responsible to remedy the situation.
- (c) A Team Captain may not be younger than 18 years of age at the date/time of signing of this Contract.

SIGNATURE OF COMBATANT (TEAM CAPTAIN)

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Robot(s) Name(s): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

SIGNATURES OF TEAM MEMBERS AND AFFILIATES

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Signature/ Parent Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Signature/ Parent Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Signature/ Parent Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Signature/ Parent Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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