



# **World Boxing Council Consejo Mundial de Boxeo**

No. \_\_\_\_\_

## **PROFESSIONAL BOXER'S COMPLIANCE AGREEMENT**

Boxer's name: \_\_\_\_\_

Considering that the world Boxing Council – WBC is the owner of its trademark, as well as of the accolade World Boxing Council – WBC World Boxing Championship, I herewith acknowledge to know and to accept my obligations as stated in the WBC Rules and Regulations and agree to respect these rules before, during and after participating in a WBC sanctioned title fight, and at all times during my carrier

In case that any problem or dispute can not be resolved by the local boxing commission and/or the WBC Supervisor-Representative, resulting in a continuing disagreement, I agree to abide by the Constitution, Rules and Regulations of the WBC, including rules concerning the available administrative remedies compulsory mediation and mandatory arbitration for resolution of disputes. I expressly waive any other case or action.

**“CAS”**

## **WBCARTICLE 5 STATES AS FOLLOWS:**

### **ARTICLE V – CLAIM & APPEAL PROCEDURES; DISCIPLINARY RULES**

#### **Claim & Appeal Procedures**

5.1 Exclusivity of Remedies. Any boxer, promoter, manager, or other person or entity that participates in the activities or events of the WBC, does business with the WBC, or who claim any right or privilege arising

from the WBC Constitution or these Rules and Regulations, agrees that their exclusive remedies are the administrative remedies and the dispute resolution procedures provided for herein.

- 5.2 Administrative Remedies. Any claim, complaint, or protest against the WBC, or any controversy, appeal, or dispute concerning the WBC or any WBC contest, ruling, order, or action, or arising under the WBC Constitution or these Rules and Regulations must first be presented to the WBC as a claim that may be resolved by administrative remedies.

To be recognized and valid, any such claim, claim, complaint, or protest must be submitted to the WBC President in writing by the aggrieved party or his authorized representative within fifteen (15) calendar days after the claim first arose. Each such claim, complaint, or protest must also be accompanied by a non-refundable fee of \$2,500.00 to cover the costs and expenses of the WBC relating to the processing of any such claim, complaint, or protest. The WBC may in its sole discretion grant a waiver of all or a portion of such fee, but no such waiver shall apply unless it is granted in writing by the WBC and received by the protesting party.

Upon receiving a recognized claim, the President, in his discretion, may attempt to resolve the claim, or may refer the matter to either the WBC Grievance and Appeals Committee or its Board of Governors.

The WBC may institute such policies and procedures as it may deem appropriate from time to time for the administration and processing of any recognized claim. In general, the WBC representative(s) addressing such a claim will first investigate the claim, seek such additional information as may be required, hold hearings (telephonic or in-person) if necessary, and then issue a decision to accept or reject the appeal in whole or in part. The President shall notify all interested parties in writing of the decision of the WBC.

In the event that the complainant remains unsatisfied with the WBC's decision following these administrative remedies, the complainant must then seek compulsory mediation under Rule 5.3 hereof. No party may invoke or seek remedies under Rule 5.3 or Rule 5.4 without first seeking, and providing the WBC the opportunity to provide, administrative relief under this Rule 5.2.

- 5.3 Compulsory Mediation. Any unresolved claim, controversy, or dispute involving the WBC must be submitted to non-binding mediation in accordance with the following procedures within thirty (30) days after exhaustion of the administrative procedures outlined in Rule 5.2. The mediation process shall be as follows:

- (a) The parties must make best efforts in good faith to attempt to select a mediator mutually acceptable to both parties.
- (b) If the parties are unable to agree on a mediator, each party shall nominate two (2) qualified candidates from the List of Mediators of the Court of Arbitration for Sport ("CAS"). The mediator shall then be selected at random from the four (4) CAS candidates selected by the parties.
- (c) The mediation shall be conducted in accordance with procedures prescribed by the selected mediator and at a convenient location designated by the mediator. The mediator's expenses shall be shared equally by the parties to the mediation.
- (d) The mediation shall be conducted within thirty (30) days, absent special circumstances, after the mediator is selected.
- (e) The parties to the mediation must agree to mediate in good faith in a meaningful attempt to resolve the controversy, claim, or dispute.

- 5.4 Mandatory Arbitration. Any claim, controversy, or dispute that the parties have been unable to resolve pursuant to the procedures provided for in Rules 5.2 and 5.3 hereof shall then be settled exclusively by

mandatory arbitration before the Court of Arbitration for Sports (“CAS”), pursuant to the Code of Sports-Related Arbitration.

The WBC and all boxers involved in WBC-sanctioned contests, as well as all related parties, acknowledge that these provisions concerning alternatives to dispute resolution are an essential part of these Rules and Regulations.

- 5.5 Waiver. Any person having a claim against the WBC expressly waives all remedies and courses of action other than those provided for in this Article 5.
- 5.6 Indemnification. All parties expressly agree, by doing business with the WBC, to indemnify and hold harmless the WBC, affiliated federations and committees, and all officers, members of the Board of Governors, representatives, attorneys, and agents (each, a “WBC Indemnified Party”) thereof against any and all losses, claims, damages, liabilities, penalties, actions, judgments, suits, costs, expenses, and disbursements (including the reasonable and actual fees, charges and disbursements of any counsel for any WBC Indemnified Party, incurred by any WBC Indemnified Party or asserted against any WBC Indemnified Party by any third party or by any person arising out of the actions of such WBC Indemnified Party or any actual or prospective claim, litigation, investigation or proceeding, whether based on contract, tort or any other theory, whether brought by a third party or by any person directly, and regardless of whether any WBC Party is a party thereto, **AND INCLUDING WITHOUT LIMITATION WITH RESPECT TO ANY ACTION OR INACTION ARISING FROM ANY WBC INDEMNIFIED PARTY’S NEGLIGENCE OR STRICT LIABILITY**, such that no WBC Indemnified Party shall be held liable for or not be indemnified for any action taken in good faith and not resulting from gross negligence or willful misconduct of such WBC Party, as determined by the CAS or any other court of competent jurisdiction by final and non-appealable judgment.

In order to attempt to hold the WBC liable for gross negligence or willful misconduct, or under any other theory of liability or damages, the complainant must prove their case by the standards of proof and law applied by the CAS.

Under any circumstances, should the WBC be found liable to any party, all parties by doing business with the WBC expressly agree that their sole and exclusive monetary remedy that may be recoverable from the WBC is limited to a maximum (but not a minimum) of sanction fees paid to the WBC relating to the last contest that gave rise to their claim against the WBC.

All parties including boxers doing business with or otherwise associated with the WBC expressly waive any and all claims for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) in connection with any claim against the WBC or any other WBC Indemnified Party. In no event shall the WBC be liable to for punitive, consequential, direct, or indirect damages, including, but not limited to, lost profits, loss of earning capacity, delay, interest or attorney fees, directly or indirectly resulting from any act or omission of the WBC, its employees, officers, affiliated Federations, Governors, or agents.

- 5.7 Reimbursement of WBC’s Costs and Expenses. In the event of any claim, complaint, or protest against the WBC, and the CAS or any other authority determines that a party has failed to comply with Rules and Regulations or the rulings of the WBC, then such party shall promptly reimburse the WBC for its costs and reasonable expenses (including, without limitation, legal fees and expenses) incurred in connection with all such proceedings.

### Disciplinary Rules

- 5.8 WBC Power and Authority in Disciplinary Matters: The WBC has the power and authority to impose disciplinary sanctions on any person or organization that violates any of the Constitution, Rules and Regulations, Championship Rules, or any ruling of the WBC. The procedure of the WBC in disciplinary matters shall be as follows:

- (a) Any party may file with the WBC written charges regarding any violation of the WBC Constitution or rules, or the WBC may independently take notice of and act upon any such violation.
- (b) Violations may include, but are not limited to, the following:
  - i. Failing to comply with any rule pertaining to business dealings with the WBC;
  - ii. Intentional fouls or unsportsmanlike behavior in the ring or relating to a contest;
  - iii. Violation of anti-doping or other safety measures imposed by the WBC; or
  - iv. Defamation of or bringing disrepute to the WBC or the sport of boxing.
- (c) Upon recognition of any potential rule violation, the WBC President may refer the matter to the WBC Disciplinary and Appeals Committee. After investigation, the Committee may recommend the imposition of penalties in accordance with this rule. Alternatively, the WBC President may intervene directly in accordance with his power and authority to act in the best interests of boxing.
- (d) In cases of clear violations, the WBC may issue its decision following its investigation of the facts and examination of the relevant rules. In other circumstances, the WBC may hold hearings, request statements from the accused, or institute such other procedures as it may deem appropriate under the circumstances. However, the WBC is not required to institute any particular process, as an aggrieved party will retain the right to an administrative appeal in accordance with Rule 5.2.
- (e) The WBC's decision may include the imposition of penalties including fines and suspension or expulsion from any involvement in WBC bouts, ratings, or vacating a championship or challenger status when appropriate.

**The Constitution, Rules and Regulations and Championship Rules of the World Boxing Council are published at [www.wbcboxing.com](http://www.wbcboxing.com)**

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**Signature of Boxer**

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**Signature of Boxer's Representative**

**Place and date:**

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**Signature of Boxer**

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**Signature of Boxer's Representative**

**Place and date:**

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