



If you, the applicant, would like a chance to participate in *THE ULTIMATE FIGHTER*<sup>®</sup>, please observe the below procedures and note the following eligibility requirements:

*THE ULTIMATE FIGHTER*<sup>®</sup> Season 32 is currently open to (i) MEN in the Middleweight division (176-186 lbs.), and (ii) MEN in the Featherweight division (136-146 lbs.).

1. You must be between the ages of 21 and 34 years of age and have the legal ability to live and work in the United States.
2. If you are not a US citizen, you must obtain a criminal activity or background report by an appropriate law enforcement agency or certified criminal reporting agency of your country of residence and **send the report by or before January 12, 2024** via email to [nmark.cw@pilgrimmediagroup.com](mailto:nmark.cw@pilgrimmediagroup.com).
3. Men **MUST** have a winning record with a minimum of 3 Professional MMA fights to be considered. Women **MUST** have a winning record with a minimum of 2 Professional MMA fights to be considered. All records will be verified on [sherdog.com](http://sherdog.com) & [mixedmartialarts.com](http://mixedmartialarts.com). If we cannot verify your record on either of these sites, you will **NOT** be eligible to participate.
4. You must complete the Fighter Information Sheet.
5. You must print out, read, print your name, sign and date the Applicant Agreement and complete all attached Exhibits.
6. Applicants will be notified if they have been selected to participate in the casting finals process. If selected, applicants must be prepared to be interviewed via Zoom on January 24, 2024, and potentially travel to Las Vegas and stay from approximately **March 4 – 10, 2024** (The Ultimate Fighter<sup>®</sup> will handle all travel & accommodations during the casting finals process.)

**APPLICATIONS WILL ONLY BE CONSIDERED IF THEY ARE COMPLETE AND ACCURATE.  
INCOMPLETE OR INACCURATE APPLICATIONS WILL NOT BE ACCEPTED.**

**COMPLETED APPLICATIONS MUST BE RETURNED BY JANUARY 12, 2024, AND INCLUDE:**

- (1) A completed **Fighter Information Sheet & Fighter Bio/Background Information Sheet**.
- (2) A signed and dated **Applicant Agreement** and all exhibits.
- (3) If you are a resident of a country other than the United States, a copy of a **Criminal Background Check** – email a copy to [nmark.cw@pilgrimmediagroup.com](mailto:nmark.cw@pilgrimmediagroup.com).

If you have any questions, please send an email to [nmark.cw@pilgrimmediagroup.com](mailto:nmark.cw@pilgrimmediagroup.com).

**ADDITIONAL DISCLOSURES**

Pilgrim Production, LLC (“Producer”) complies with the applicable provisions of the General Data Protection Regulation of the European Union and the California Consumer Privacy Act regarding personal information collected from you, the applicant.

Producer collects and processes your personal information only for the specified business purposes set forth herein and only to the extent that the collection and processing of your personal information is adequate, relevant and not excessive in relation to these purposes. Producer uses appropriate technical and organizational measures to protect against loss and/or unauthorized disclosure of, and/or access to, your personal information and/or the unauthorized processing of your personal information.

By submitting this Application, you acknowledge and agree (a) Producer is authorized to transfer your personal information outside the European Union, and (b) because Producer is explicitly authorized to make available your personal information to certain third parties, Producer will only be able to protect, provide, or delete the information that remains under its direct control and may not be able to do the same for personal information that has already been made available to third parties pursuant to the uses stated herein.

You have the right, at any time, to: (a) withdraw your consent to the collection and processing of personal information; (b) access the personal information, (c) receive the personal information that Producer has collected, and/or (d) object to the further processing of your personal information without express consent. Users may exercise these rights by contacting [privacy@pilgrimmediagroup.com](mailto:privacy@pilgrimmediagroup.com).

**California Consumer Privacy Act**

As may be required under various applicable laws, including the California Consumer Privacy Act (CCPA), and depending on where you live or work, your privacy rights may include the right to request the disclosure of certain information (“Disclosure Request”) about the collection and use of your personal information for the twelve consecutive months preceding the submission date of a Disclosure Request to Producer. Specifically, your privacy rights may include: (i) the right to be notified of the personal information collected from you, and the purpose for collecting such information, at or before the point of collection; (ii) the right to request the disclosure of the categories of information that are collected, sold and/or disclosed; (iii) the right to receive copies of personal information that has been collected; (iv) the right to withdraw your consent to the collection and processing of your personal information; (v) the right to be notified before your personal information is sold to a third party and the opportunity to “opt-out” of the sale of such personal information; (vi) the right to request your personal information be deleted. You may review at any time your rights associated with the collection, use, sharing, and/or deletion of your personal information by accessing Producer’s privacy policy located at <https://www.pilgrimmediagroup.com/privacy-policy/>, by calling the toll free number (833) 474-5474 (833-4PILGRIM), or by emailing a Disclosure Request to [privacy@pilgrimmediagroup.com](mailto:privacy@pilgrimmediagroup.com).



THE ULTIMATE FIGHTER® SEASON 32  
FIGHTER INFORMATION SHEET

Along with this Fighter Information Sheet you must submit a signed Applicant Agreement and Release. If you are selected during the casting process, you will be required to sign an affidavit that lists all fight organizations with which you have been affiliated and attest that you are not currently under contract with any fight organization(s) (Exhibit A).

**FAILURE TO PROVIDE ACCURATE INFORMATION WITH RESPECT TO YOUR FIGHT ORGANIZATION HISTORY, OR PROVIDING MISINFORMATION, MAY RESULT IN DISQUALIFICATION FROM THE APPLICATION PROCESS AND/OR FROM THE PROGRAM.**

**I. FIGHTER CONTACT INFORMATION**

First & Last Name: \_\_\_\_\_  
Fight Nickname: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Alternate Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Current Mailing Address: \_\_\_\_\_  
Manager Name & Contact information (if any): \_\_\_\_\_

**II. FIGHTER PERSONAL INFORMATION**

Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_  
Weight class applying for: \_\_\_\_\_  
Current Walking Weight: \_\_\_\_\_ Height: \_\_\_\_\_ Reach: \_\_\_\_\_  
Fighting Out of: \_\_\_\_\_ Country Born: \_\_\_\_\_  
Ethnicity: \_\_\_\_\_ Occupation: \_\_\_\_\_  
Professional MMA Record: \_\_\_\_\_ Amateur MMA Record: \_\_\_\_\_

*All records will be verified on sherdog.com & mixedmartialarts.com*

What fight style would you consider your strength: \_\_\_\_\_

Marital Status:  Married  Single  Divorced Children:  No  Yes – how many? \_\_\_\_\_

Have you ever applied to any previous season of *The Ultimate Fighter*? No  Yes

If **Yes** please list date, and season applied: \_\_\_\_\_

Please list your 3 most recent fights:

Opponent: _____	Win/Loss: _____	Date & Organization: _____
Opponent: _____	Win/Loss: _____	Date & Organization: _____
Opponent: _____	Win/Loss: _____	Date & Organization: _____

Team Affiliation (if any): \_\_\_\_\_

Fight Organization Affiliation (if any) & Contact information: \_\_\_\_\_

Other experience (i.e. amateur wrestling, kickboxing, etc.):

Please list any and all injuries / surgeries you have had and currently have:

Have you ever been arrested, charged or convicted with a crime of any kind?  No  Yes

If **Yes** please explain and list dates of occurrence:

Have you used any form of steroids in the past year?  No  Yes

**(Please be honest as all applicants will be tested.)**

Have you used any form of steroids in the past year?  No  Yes

Have you used any illegal substances in the last 6 months?  No  Yes

**(Please be honest as all applicants will be tested.)**

If **Yes** please list all substances: \_\_\_\_\_

### III. FIGHTER BIOGRAPHICAL INFORMATION

Describe your current day-to-day life. Tell us about your family, job, etc.

Why are you a fighter?

Describe your upbringing.

What's been the biggest challenge in your life?

How do you want to improve your life?

What does a UFC contract mean to you?

Tell us something interesting about yourself.

## **THE ULTIMATE FIGHTER® APPLICANT AGREEMENT**

I understand Pilgrim Production, LLC and Ultimate Fighting Productions, LLC (each referred to as “**Producer**,” collectively “**Producers**”) contemplate selecting a group of applicants, in Producers’ sole discretion, to be contestants in the television series entitled *THE ULTIMATE FIGHTER®*, which is currently scheduled to be initially exhibited as one-hour episodes (collectively, the “**Series**”) on one or more ESPN platforms operated by BAMTech, LLC or its respective affiliates (“**ESPN**”). I have agreed to be considered by Producers as a potential contestant or alternate on the Series. I understand that Producers will notify me if I am selected to be a contestant or an alternate.

In exchange for and as inducement to Producers to consider my candidacy as a contestant in the Series, I agree to the following:

### **GRANT OF RIGHTS**

1. I irrevocably grant to Producers the right to interview me and to videotape, film, photograph and record such interview(s) and my statements and appearances therein, including my name, nickname(s), voice and likeness. The interview(s), any and all information I have supplied or may supply in such interview(s); any materials I provide in connection with the Series or otherwise; and any other materials, regardless of whether provided before or after my signing of this Agreement; any and all other information Producers have received from other sources (including, without limitation, biographical information, photographs or videotapes of me and/or others, my applicant submittal video (e.g. DVD, electronic video file)), and any other materials (including but not limited to, autobiographical material, “home-made videos,” and other recorded, filmed or edited footage of my life and all events, incidents, situations and experiences related to my life that occur during my participation in the Series); my appearance, actions, voice and sound effects in connection with the Series (including, without limitation, any plays, vocal, instrumental, musical and other sound effects and compositions and any kind of nature), and the results and proceeds of my participation in the Series, and any reproductions or recordings of any nature of any of the foregoing, in whole or in part, shall be referred to as the “**Material**.”
2. I understand the Material is a “work-made-for-hire” specifically ordered and commissioned by Producers pursuant to the United States Copyright Act and all rights, including without limitation the copyright, shall be the sole and exclusive property of Ultimate Fighting Productions, LLC, and I hereby grant and assign to it all rights of any nature in and to the Material. The Material may be used, broadcast, exhibited, distributed, advertised or otherwise exploited by such means and for such purposes (including without limitation merchandising, and commercial and non-commercial purposes) in any and all media, now known or hereafter devised (including without limitation AVOD, SVOD, television [whether free, pay, cable, satellite or otherwise], theatrical or non-theatrical exhibition, physical media, TVOD, EST/DTO, print media, internet and other on-line or computer-assisted or AI-generated media), as Producers designate throughout the universe, in perpetuity, at any time and from time to time, whether as part of the Series or otherwise. The Material may be edited, cut, rearranged, adapted, dubbed or otherwise revised or modified for any purpose by Producers in their sole discretion, and I waive the exercise of any “moral rights” and “droit moral” rights and any analogous rights however denominated, whether statutory, common law or otherwise. I hereby grant to Producers, the perpetual and worldwide right to use my name, nickname(s), likeness, photograph, caricature, voice, persona and biographical material in connection with the production, exhibition, advertising, sponsorship and other exploitation of the Material, whether as part of the Series or otherwise, and in connection with the exploitation of any subsidiary and ancillary rights therein, Producers’ business activities and the business activities of the networks, stations, sponsors, and other users and exhibitors of the Material and/or the Series for any purpose including but not limited to motion picture rights, publishing rights, all forms of radio,

all forms of television (which, whenever referred to herein, shall include, without limitation, live or delayed, interactive, home or theater, pay, pay-per-view, satellite, closed circuit, cable, subscription, multi-point, master antenna, or other), telephone, wireless, digital, computer, CD-ROM, DVD, video-on-demand, any and all Internet applications, films and tapes for exhibition in any and all media and all gauges, including but not limited to video and audio cassettes and disks, home video and computer games, arcade video games, hand-held versions of video games, video slot machines, photographs (including raw footage, out-takes and negatives), telephone applications, merchandising and program rights, now or hereinafter invented, in connection with or based upon The Ultimate Fighter brand, the UFC brand, and any parts thereof on a commercial, sustaining, theatrical or other basis, and by any and all means, methods and devices, whatsoever. I agree that any telecast or other exploitation of the Material or any rights therein, whether as part of the Series or otherwise, will not entitle me to receive any prize or compensation, except as otherwise detailed in the Applicant Agreement.

3. I hereby warrant and represent that, at my sole expense, I will be responsible for obtaining all necessary releases and clearances (whether written or filmed on-camera) from any such persons or locations recorded, filmed, photographed or appearing in any Material I may supply, and agree I will provide Producers with copies of all such executed releases upon request.

### **MEDICAL REPORT AND AUTHORIZATIONS**

4. In the event I am pre-selected as a potential candidate to participate in the Series, I will truthfully and accurately complete all sections of the Medical Report By Patient and Physician that will be provided to me. I represent that I am in excellent mental and physical health. To the best of my knowledge, I am physically and psychologically fit and sufficiently skilled to engage in mixed martial arts training, matches and competitions. I represent that I am not aware of any physical or psychological condition that may adversely interfere with or impair my participation in the selection process or in the Series. I also certify that I am not aware of any physical condition that may interfere with my participation in any of the activities that Producers may arrange, except as disclosed during the application, interview and screening process for the Series. If I later become aware of any such condition, I will provide written notice of the condition to Producers' designated production personnel prior to my participation in Producers' activities. Without limiting the above, I will inform Producer during the application, interview, and screening process or will notify Producer in writing if I have had, currently have (or develop) serious back, neck or heart problems, epilepsy, fainting spells, or have (or develop) any other medical or other conditions that may expose me or any other participant or third party to risk, including, but not limited to HIV, Hepatitis B Surface Antigen, Hepatitis C Antibody, and COVID-19.
5. In the event I am pre-selected as a potential candidate to participate in the Series, I understand I may be required to execute documentation authorizing Producers and/or any contest sanctioning or governing organization (e.g. an athletic commission) to conduct scheduled and/or random tests, psychological and/or physical examinations of me, including but not limited to, screenings for drugs, performance enhancing substances and sexually transmitted diseases, in connection with Producers selection of contestants for the Series and/or my continued participation in the Series, if selected.
6. Prior to participating in any in-person activities relating to the Series, including any pre-show activities, such as interviews or meetings with other applicants, athletes or employees or contractors of Producers, I agree that I will execute any documentation provided by Producers with regards to the COVID-19 pandemic and my participation in the Series. I further agree Producers may condition any in-person activities upon a receipt of a negative COVID-19 antigen test and/or other COVID-19

related screenings. I shall cooperate with Producers in any manner requested by Producers to effectuate the provisions of this subsection.

**DISCLOSURES AND REPRESENTATIONS**

- 7. I am at least twenty-one (21) years of age.
- 8. I am a citizen of the United States and/or have the legal ability to live and work in the United States. If I am not a citizen or permanent resident of the United States, I represent and warrant that I will truthfully and accurately complete and provide all forms and documentation required in connection with living and/or working in the United States, including traveling to and from the United States. Additionally, I acknowledge that Producers may remove me or disqualify me as an applicant and/or contestant at any time, in Producers' sole and absolute discretion, if I fail to truthfully and accurately complete and/or provide all forms and documentation for the foregoing.
- 9. I understand as an inducement to Producers to consider me as a participant on the Series, Producers require that I am not currently under contract to fight for any amateur or professional fighting organization or under any contractual obligation (whether verbal or written) which may prevent my full participation in the Series and/or an Ultimate Fighting Championship® contest. I agree to immediately inform Producers of any fighting-related affiliation or any contractual obligation or agreement before completing an application to participate in the Series. **I UNDERSTAND AND ACKNOWLEDGE THAT PRODUCERS MAY REMOVE ME OR DISQUALIFY ME AS AN APPLICANT AND/OR CONTESTANT AT ANY TIME, IN PRODUCERS' SOLE AND ABSOLUTE DISCRETION, IF PRODUCERS DISCOVER THAT I AM IN BREACH OF THE REPRESENTATIONS SET FORTH HEREIN. BY ENTERING INTO THE APPLICATION AND TRYOUT PHASE AND/OR PARTICIPATING IN THE SERIES, I AM AGREEING TO ABIDE BY AND ACKNOWLEDGING THESE TERMS AND CONDITIONS.** I am further agreeing to complete, sign and bring with me to the interview the Disclosure and Representation Regarding Contracts and Fight Organization Affiliation (attached as **Exhibit A**).
- 10. I am not (and no member of my immediate family [i.e., spouse, mother, father, daughter, son, sister, brother] is) now, nor have I (nor has any member of my immediate family) been since the date of my original application to become a contestant, an employee, officer, director or agent of:
  - a. ESPN, its licensees, assigns, parents, or affiliated or subsidiary companies or any affiliated ESPN station, or any television station that broadcasts the Series.
  - b. Producers, their licensees, assigns, parents or affiliated or subsidiary companies.

If the above is not true, please explain:

- 11. I have listed below, to the best of my knowledge, anyone I know who is now, or has been in the past year, an employee, agent or representative of:
  - a. ESPN, its licensees, assigns, parents, or affiliated or subsidiary companies or any affiliated ESPN station, or any television station that broadcasts the Series.



b. Producers, their licensees, assigns, parents or affiliated or subsidiary companies.

12. I am not a candidate for public office and will not become a candidate before the broadcast of my appearance on the Series, or until one year from the date of my signature on this Agreement (whichever is earlier).

13. I have no knowledge of or access to, and to the best of my knowledge I do not know anyone with knowledge of or access to, any material or challenges that may be selected for possible use in the Series.

14. If I am a member of a performing arts union or guild, the name(s) of my guild(s) is/are:

15. If I am selected by the Producers to be a contestant, my appearance in the Series is completely voluntary, not subject to the direction or control of any person(s) so as to constitute any employment arrangement, not subject to any union or guild collective bargaining agreement, and does not entitle me to wages, salary or other compensation under any collective bargaining agreement.

16. I understand I am required to disclose all fight organizations with which I have a contract to fight and any other fight contracts I have which may preclude my participation as a contestant on the Series or which may preclude my participation in an Ultimate Fighting Championship® contest. I agree to sign and bring with me the required disclosure attached as **Exhibit A**.

17. I represent and warrant: (i) Any statements made by me in the application, interview, and screening process for the Series will be true and complete, and none of my statements or actions will violate or infringe any laws or the rights of any person or entity; (ii) I have the full and exclusive right to enter into this Agreement, and to make all grants of rights to Producers hereunder, all material in which rights are granted hereunder is original and either created by or otherwise exclusively owned by me, and I will obtain for Producers' benefit all necessary releases and consents to use still or motion audio and/or visual recordings of me from all sources; and (iii) I will give full written disclosure in the application, interview and screening process for the Series of any and all television programs (fictional, reality or otherwise) on which I have appeared (or have any plans to appear) in a speaking or featured role, and I will (from now until one year following the initial broadcast of a Series episode on which I am featured) update such disclosure to Producers in writing as soon as I make any further plans to appear in a speaking or featured role on any other television program.

18. I acknowledge and agree that, at Producers' cost, Producers' arrangement of any supplies, services, transportation or lodging accommodations in connection with my participation in a segment or in any other activities in connection with the Series is solely as a courtesy and creates no special duties or relationships between us regarding my health or safety or the safety of my property; I will look solely to the applicable transportation carrier, provider of lodging accommodations, or provider of the service or supplies respecting any property loss or damage and any personal injury, illness or death.

19. If I am not a US citizen, I represent and warrant that I have voluntarily provided Producer with a criminal activity or background report generated by an appropriate law enforcement agency or certified criminal reporting agency from my current and prior countries of residence (“Criminal Activity Report”) or will provide the required Criminal Activity Report on or before January 12, 2024. I further Acknowledge that producers may remove me or disqualify me as an applicant and/or contestant at any time, in producers’ sole and absolute discretion, if I fail to provide the Criminal Activity Report or producers discover that the information provided does not truthfully and accurately reflect my criminal background and history.
20. Producers’ selection of contestants shall be based on such criteria as Producers shall determine, which may be subjective. Producers select contestants who they determine in Producers’ sole discretion to be, among other things, strong willed, outgoing, adventurous, physically and mentally adept, adaptable to new environments, as well as having interesting lifestyles, backgrounds and personalities. Producers are not obligated to select me, even if I meet all eligibility requirements and all criteria for selection. Producers’ decision regarding the selection of contestants is final and not subject to challenge or appeal. If I am selected, Producers are not obligated to have me appear on the Series and Producers shall have the right at all times and in their sole discretion to remove or replace me as a contestant in connection with the Series for any reason or no reason. Even if I am selected, and even if I participate as a contestant on the Series or any part thereof, Producers are not obligated to broadcast or otherwise use or exploit the Series or any part thereof.

### **INDEMNIFICATION**

21. I indemnify and hold harmless each Producer, and each of Producer’s respective parents, affiliates, subsidiaries, successors, assigns, licensees, and any network on which the Series may be aired, and all officers, managers, members, partners, shareholders, directors, employees, co-producers and agents of any of them, from and against any claim, action, suit or demand of any kind or nature whatsoever (including, without limitation, reasonable attorney’s fees) arising from any breach of my representations, warranties or obligations under this Agreement or from any statement or action of mine made during or in connection with my participation or appearance in the interview and screening process, on the Series or in any other programs (including, without limitation, any unlawful or violent acts and any statements made by me about third parties).

### **WAIVER OF ALL CLAIMS**

22. **I agree that I will not assert or maintain against each Producer, or each of Producer’s respective parents, affiliates, subsidiaries, successors, assigns or licensees, and any network on which the Series may be aired, or any officers, managers, members, partners, shareholders, directors, employees or agents of any of them, any claim, action, suit or demand of any kind or nature whatsoever, including but not limited to, those grounded upon invasion of the right of privacy or of publicity or any other civil rights, infliction or emotional distress, defamation, libel or slander, breach or any statutory or other duty of care owed under applicable laws, negligence or intentional acts of act of Producer’s employees or for any other reason in connection with the exercise of rights granted to Producer under this Agreement and release or in connection with any goods, services transportation or other accommodations arranged or furnished by Producers.**

**I hereby release and discharge each Producer and all of each Producer’s respective parents, affiliates, subsidiaries, successors, assigns or licensees, and any network on which the Series may be aired, or any officers, managers, members, partners, shareholders, directors, employees, co-producers and agents of any of them from any liability arising from any use, exhibition, or other exploitation of any recordings the Series, any other programs, or any**

**exercise of the rights granted to Producers or acquired by Producers hereunder, as well as from any liability respecting any injury or damage to me or my property caused by the negligence or the actions or omissions of any other participant or other person in connection with the casting, the Series, or any other programs. I will bring no action against Producers or Producers' respective parents, affiliates, subsidiaries, successors, assigns or licensees, or any officers, managers, members, partners, shareholders, directors, employees or agents any of them at law or equity respecting any such negligence, damage or injury.**

Without limiting the foregoing, I on my behalf and on behalf of my releasing parties, expressly waive any and all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code ("Section 1542") and by any similar provision of the applicable laws of any other jurisdiction, and expressly consent that this release shall be given full force and effect according to each of its express terms, including, but not limited to those relating to unknown or unsuspected claims. Section 1542 states in full:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

### **CONFIDENTIALITY**

23. Except as specifically provided herein or as otherwise authorized by Producers and/or ESPN, for a period from the date of this Agreement until three (3) years after the initial broadcast of the last episode of the Series during the broadcast season of the Series for which I am applying to be a contestant, I will not myself, and I will not authorize others to, (a) publicize, advertise or promote any information related to my application to be a contestant on the Series or my appearance (if any) on the Series; (b) receive or generate any monetary advantage from my having applied to be a contestant to be on the Series or my appearance (if any) on the Series, (c) use or disclose to any party any information or trade secrets obtained or learned as a result of my having applied to be a contestant on the Series or my participation (if any) in the Series, including without limitation any information concerning or relating to the application process to be a contestant on the Series, or the contestants. Without limiting the foregoing, I will not myself, nor will I authorize others to, prepare or assist in the preparation of any written work, any audio work, visual work or any audio-visual work that depicts, concerns, or relates in any way to my application to be a contestant on the Series or my appearance (if any) on the Series. **All contact with media regarding the Series or my application to be a contestant on the Series or my participation (if any) in the Series must be organized and sanctioned by the press officer of ESPN in connection with the Series or by a duly authorized representative of Producers or ESPN.** I agree that disclosure by me in violation of the foregoing shall constitute and be treated as a material breach of this Agreement that will cause irreparable harm to Producers and/or ESPN. **I further agree that, in the event of any disclosure by me or anyone acting at my direction in violation of this Section of this Agreement, I will be liable to Producers and shall pay to Producers as liquidated damages, and not as a penalty, the sum of Five Million Dollars (\$5,000,000.00),** which amount represents the result of a reasonable endeavor by Producers and me to ascertain the fair average compensation for any harm that Producers will sustain as the result of such disclosure. I expressly agree this liquidated damages amount represents reasonable compensation for the harm that Producers incur as a result of such disclosure, and that this liquidated damage provision is necessary because Producers will in fact suffer significant damages as a result of a violation of this Section, and that the amount of those damages is impracticable to otherwise calculate or ascertain with certainty or specificity. I also understand I will be liable for any damages caused to ESPN due

to my disclosure in violation of this Agreement. In addition, if Producers believe that I might make a disclosure in violation of this Section, Producers will have the right to seek, among other things, (a) injunctive relief, without posting any bond, to prevent and/or cure any breach or threatened breach by me or anyone acting at my direction, (b) return or recovery of the value of any prize received or to be received in connection with the Series, (c) recovery or disgorgement of the monies or other consideration received in connection with such disclosure, if any, and (d) recovery of ESPN's and/or Producers' attorney's fees and legal costs to enforce this Section.

### **THIRD PARTY BENEFICIARY**

24. I understand and agree that ESPN is a third-party beneficiary to this Agreement and that my performance of any obligations under this Agreement is intended to benefit ESPN.

### **MISCELLANEOUS**

25. I understand that if I become entitled to receive any prize in connection with my participation in the Series, various federal, state and local laws and regulations may apply, and I am solely responsible for all federal, state and local income taxes, insurance, licensing, registration and/or title fees, if applicable. I further understand that any such prize, unless actual cash, is not eligible for cash redemption or the equivalent.
26. Producers expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of any prize(s) awarded. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prizes awarded.
27. Any waiver of any term of this Agreement in a particular instance shall not be a waiver of such term for the future. I understand and agree this Agreement is intended to be read and construed as broadly as possible under all applicable law(s). Accordingly, to the extent that any provision of this Agreement is found to be illegal, invalid or unenforceable as to any circumstance, such finding shall not make the offending provision illegal, invalid or unenforceable as to any other circumstance. Rather, the offending provision shall be considered modified so that it becomes legal, valid and enforceable, or, if not capable of such modification, shall be considered deleted. The illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of any other provision of this Agreement.
28. This document, the exhibits and attachments hereto, and such other documentation that may be subsequently and expressly incorporated into this Agreement, constitute the entire Agreement and understanding between the parties concerning the subject matter hereof and supersede and replace all prior negotiations, proposed agreements and agreements, written and oral, relating thereto, and cannot be changed or terminated except by a written instrument signed by the parties hereto.
29. I acknowledge that no other party, nor any agent or attorney of any other party, has made any promise, representation or warranty whatever, expressed or implied, not contained herein concerning the subject matter hereof, to induce me to execute this document and acknowledge that I have not executed this instrument in reliance on any such promise, representation or warranty not contained herein.
30. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors and guardians. This Agreement is not assignable by me, but may be freely assigned by Producers.

31. I agree to execute and deliver to Producers any other documents consistent herewith that Producers consider reasonably necessary to evidence, effectuate or enforce this Agreement or any of the terms and conditions hereof.
32. This Agreement shall be deemed to be entered into in Los Angeles County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements entered into and carried out entirely within California. Any action, proceeding or litigation concerning this Agreement or my appearance or participation in the Series may only be brought in Los Angeles County, California, and I hereby agree that the courts of Los Angeles County, California, shall have jurisdiction over me and the subject matter of any such proceeding.
33. My remedies for any breach of this Agreement by Producers or others will be limited to an action for damages and in no event will I be entitled to rescind this Agreement or to seek injunctive or any other equitable relief. I recognize that a breach by me of this Agreement would cause Producers irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law and, therefore, I hereby expressly agree that Producers shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Agreement by me.
34. I have been given ample opportunity to read and review this document with my own legal counsel, and I have carefully read this entire Agreement prior to signing. I represent and warrant that I have the full right, power and authority to grant the rights granted in this Agreement. I certify that I have made such an investigation of the facts pertinent to this Agreement and of all the matters pertaining thereto as I have deemed necessary, that I fully understand the contents of this Agreement, that I am of sound mind and that I intend to be legally bound by this Agreement. I am aware that this Agreement is, among other things, a release of liability for future injuries and a contract between myself and Producers and/or their affiliated organizations and that I am signing this Agreement of my own free will. All statements made by me in this Agreement are true. The name given below is my legal name. Any other name(s) or alias(es) used by me (presently or in the past) are also noted below. I have furnished my true and correct social security number below.

**AGREED AND ACCEPTED:**

Date: \_\_\_\_\_  
**Applicant:**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

Social Security Number: \_\_\_\_\_

Other Names and Aliases (if applicable):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_  
**Pilgrim Production, LLC:**

\_\_\_\_\_  
 Signature

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Ultimate Fighting Productions, LLC:**

\_\_\_\_\_  
 Signature

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**

**DISCLOSURE AND REPRESENTATION REGARDING  
CONTRACTS AND FIGHT ORGANIZATION AFFILIATION**

In connection with your application to be selected as a contestant in the television series currently entitled *THE ULTIMATE FIGHTER*®, Pilgrim Production, LLC (“**Pilgrim**”) requires you to disclose **all** fight organizations [whether amateur or professional] with which you have a contract to fight and any other contracts [whether verbal or written] you have which may prevent your participation as a contestant on the Series or your participation in an Ultimate Fighting™ contest.

**Select one of the following:**

- I represent and warrant that I **am NOT** currently under a contract to fight for any amateur or professional fighting organization (excluding training and martial arts associations) and I am not under any contract which may prevent my participation as a contestant on the Series or my participation in an Ultimate Fighting Championship™ contest.
  
- I **am** currently under contract to fight for the following amateur and professional fighting organizations and/or under contract with the following person(s):

<i>Organization/Person</i>	<i>City, State</i>	<i>Join/Start Date</i>	<i>Length of Contract</i>	<i>Contact Person</i>

**IF PILGRIM DISCOVERS THAT I AM IN BREACH OF THE REPRESENTATIONS SET FORTH ABOVE, I UNDERSTAND AND ACKNOWLEDGE THAT PILGRIM MAY REMOVE ME OR DISQUALIFY ME AS AN APPLICANT AND/OR PARTICIPANT AT ANY TIME, IN PILGRIM’S SOLE AND ABSOLUTE DISCRETION. BY ENTERING INTO THE INTERVIEW PHASE AND/OR PARTICIPATING IN THE SERIES, I AM AGREEING TO ABIDE BY AND ACKNOWLEDGE THESE TERMS AND CONDITIONS.**

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

Print Name: \_\_\_\_\_

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

\_\_\_\_\_