

actions or inactions of the Affiliate Organization or which are made, done, permitted to be done or omitted to be done in connection with the affairs and activities of the Affiliate Organization (except as may specifically be the responsibility of USAW) or which result from, are occasioned by or arise out of the performance or breach by the Affiliate Organization of any term or provision of this Agreement, whether resulting in damages or injuries to persons or property, except to the extent arising from the negligent act, omission or intentional misconduct of USAW or any other party indemnified under this particular paragraph.

7.2 With the intent to be in furtherance of, consistent with and complimentary to the provisions of Section 8.3 and Appendix B of the USAW Bylaws, USAW shall indemnify, defend and hold harmless the Affiliate Organization and its members, directors, officers, committee members, employees and agents, and their respective beneficiaries, successors and assigns, from and against any and all liabilities, losses, claims, damages, judgments, fines, penalties, actions or causes of actions, costs and expenses (including court costs and reasonable attorney and other professional fees) sustained or incurred by any of the foregoing indemnified parties in connection with, caused by or arising out of any activity, actions or inactions of USAW or which are made, done, permitted to be done or omitted to be done in connection with the affairs and activities of USAW (except as may specifically be delegated to the Affiliate Organization to be made or done under the terms of this Agreement) or which result from, are occasioned by or arise out of the performance or breach by USAW of any term or provision of this Agreement, whether resulting in damages or injuries to persons or property, except to the extent arising from the negligent act, omission or intentional misconduct of the Affiliate Organization or any other party indemnified under this particular paragraph.

7.3 The provisions of Sections 7.1 and 7.2 shall not create a right of subrogation for the benefit of any insurer against either USAW or the Affiliate Organization.

ARTICLE 8 Miscellaneous

8.1 Each party shall annually designate the name and address of its official representative to whom notice should be given of any and all matters involving USAW and the Affiliate

Organization as provided for in this Agreement. During the initial year of this Agreement, the official representatives of the parties are as follows:

If to USAW:

USA Wrestling
6155 Lehman Drive
Colorado Springs, CO 80918
Attn: Jim Scherr, Executive Director

If to Affiliate Organization:

8.2 This Agreement is not subject to any addition, alternation, modification or amendment, unless and upon the condition that said addition, alteration, modification or amendment is in writing and signed by both parties hereto.

8.3 In the event that any article, section or clause of this Agreement shall be declared illegal or void by a court of competent jurisdiction, then the article, section or clause so declared shall be deleted from this Agreement to the extent that it violates the law, or has been declared void. The remaining articles, sections and clauses shall remain in full force and effect throughout the entire term hereof.

8.4 This Agreement shall be binding upon both parties hereto and, subject to the existence of applicable provisions of USAW's Constitution, Bylaws, rules, policies and procedures, supersedes all other agreements and understandings by and between the parties hereto.

8.5 Subject to exhaustion of any applicable internal grievance or administrative procedures of USAW, any and all disputes or controversies between the parties arising under or pertaining to the terms and provisions of this Agreement shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association (AAA"). Such arbitration shall be conducted at the office of the AAA located nearest to the headquarters of USAW unless the parties otherwise agree. The costs

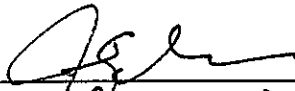
of the AAA and any charges of the arbitrator shall be borne by the party against whom the decision of the arbitrator is rendered, except as the parties may otherwise agree.

8.6 The titles to the Articles of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

8.7 This Agreement shall be construed, administered, enforced and interpreted pursuant to the laws of the State of Colorado.

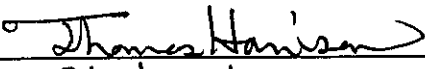
USAW:

THE UNITED STATES OF AMERICA
WRESTLING ASSOCIATION, INC.

By 
Its Executive Director

AFFILIATE ORGANIZATION:

USA/ Texas Wrestling Association

By 
Its State Chairman

Texas/USA Wrestling
Tom Harrison
4025 Woodland Park Blvd.
Arlington, TX 76013