

## **Berkeley Outdoors Team Tournament Trail Rules and Regulations 2012 Season**

There will be a one time membership fee of \$35.00 per person, per season. You must join before you are eligible to participate.

Team Tournament is open to all individuals, male and female. A team shall consist of a maximum of two (2) anglers per boat. Only one team member must be present to fish, any team that participates in all four qualifiers will automatically qualify for the championship. Every team is allowed to miss one tournament, but pay your full entry fee for the tournament missed, and it will count as participation.

Safe and Lawful boating must be observed at all times. Each contestant is required to wear a chest type life preserver anytime the combustion engine is running. All boats must be equipped with approved U.S. Coast Guard safety equipment as required to be compliant with the size of vessel being used.

All participants are expected to practice good sportsmanship on the water. Use of illegal drugs or alcohol before or during the event will result in immediate disqualification.

All participants must have liability insurance on their boats and must provide proof when asked. If you cannot provide proof then you will be disqualified.

All boats must be equipped with a functional bilge pump, aerated live well space adequate for two contestants to maintain alive a limit catch of bass by both competitors using the boat, and an approved type of operable ignition kill switch. The ignition-kill device must be attached to the driver's body any time the combustion engine is operating. Anytime the combustion engine is operating and in gear, there must be a driver in the driver's seat in full control of the boat. Boat motors must not exceed USCG rating plate.

Two tournament waters will be utilized. For lake tournaments, you may fish anywhere accessible by water in the Santee Cooper Lake System. **NO LOCKING DOWN** to the Cooper River will be permitted. For the river tournaments, any location accessible by water from Cypress Gardens is acceptable, **NO LOCKING UP** to Santee will be permitted. Fishing on the tournament waters is permitted anywhere except: (A) within 50 yards of another competitors boat if the trolling motor is up, and the anchor is down. All such boats are required to advise any other competitor when such boat believes the competitor is close to being within this 50-yard radius. No such boat shall permit selected competitors to fish within the 50-yard circle claimed by him when the anchor is down, to the exclusion of any other competitor; (B) any water within these boundaries posted Off-Limits or No Fishing by state or federal agencies will be OFF-LIMITS. **Again, NO use of the locks to and from Santee lake system will be permitted.** Tournament waters will be off limits 7:30

pm the day before the tournament. Anyone caught on the water after this time will be disqualified, and lose their chance to participate in the championship.

Tournament hours will be from safe light until 3:00 PM, and will be extended for additional flights by 15 minutes per flight. Failure for a team to check-in at weigh-in or notifying the Tournament Committee that you are off the water may result in disqualification. Scales will open at 2:00 PM. Contestants who are not in the official check-in area by 3:00 PM, or your flight's designated time, will be penalized 1 lb per minute they are late, and disqualified after 5 minutes late. Final call will be made for weigh in by the tournament director, and the scales will close 5 minutes after the final call.

Blast-off will be determined by the order of the official registration. Live wells and safety equipment will be checked prior to blast-off. We reserve the right to separate the blast off into flights, according to entries; we will have one flight for every 20 boats, and extend the weigh in time by 15 minutes for every flight after the first flight.

**Important Cooper River tournament information.** In an effort to control boat traffic at the ramp, ONLY the first and second flights need to launch first thing. First flight boats please set in position PAST the no wake zone sign towards the Cooper River and second flight boats, please idle under the bridge towards Bushy Park, and set in position until you are called to move past the no wake zone sign to be blasted off. As soon as the second flight boats are moved down the canal past the now wake zone sign in position for blast off, the next flight may launch, idle under the bridge towards Bushy Park and wait to be called into position for blast off. Every time a flight is called up into position, the next flight may launch. PLEASE abide by this so we have a smooth and safe blast off.

Only Black Bass (Largemouth, Spotted, or Smallmouth) will be weighed. Fish weighed must meet 14" minimum length for the Santee Cooper tournaments, and 12" for the Cooper River tournaments, according to the Golden Rule or equivalent measurement system. Bass which fail to measure the minimum length will not be weighed, and will result in the loss of that fish, and the team's largest fish. You will lose your short fish and the largest fish for every fish that is under the legal size limit. The Creel limit is 5 fish per boat; you will cull as soon as the sixth fish is in the boat. No contestant is allowed to transport more than five fish at any given time.

Only artificial lures with the exception of pork trailers may be used. Only one rod per angler may be presented and in the water at one time. All bass must be caught live and in a conventional sporting manner. Trolling as a method for fishing is not allowed.

Dead fish penalty will be 0.50 lb (8 oz) per fish. The dead fish penalty will also apply to any fish weighed as a Big Fish if that fish is dead.

Any form of cheating or malpractice will result in disqualification. By your participation in this tournament, you agree to comply with the tournament rules and agree to submit to and pass a POLYGRAPH TEST or similar truth test in order to qualify for the receipt of any prize if deemed necessary by tournament officials. Places of finish for a given tournament will be determined by total weight scored in pounds and tenths. In the event of a tie the largest fish will decide the winner. The Tournament Committee, whose decision will be final, will resolve any and all conditions that may arise which are not covered by the above.

**WAIVER, RELEASE, AND ALTERNATE DISPUTE RESOLUTION AGREEMENT:**

As a condition for participation as a competitor in an Berkeley Outdoors Marine and Powersports LLC (also known as Berkeley Outdoors Marine) tournament or event, and by signature of the competitor on the Berkeley Outdoors Team Tournament Trail Official Tournament Entry Form, the competitor shall have agreed to the following Waiver, Release, and Alternative Dispute Resolution Agreement:

1. I agree to be bound by and comply with all tournament rules and regulations.
2. I expressly assume all risks associated with the Berkeley Outdoors Marine Tournaments or events and I hereby release Berkeley Outdoors Marine, the host, sponsors, tournament officials, officers, directors, and tournament site operators from all claims or injury and/or damage incurred in or with the tournament or event.
3. I hereby grant Berkeley Outdoors Marine the unconditional right to use my name, voice, photographic likeness and biographical information and fishing tips and instructions in connection with Berkeley Outdoors Marine video/audio production and/or articles and press releases, including Web site postings, and I shall not be entitled to receive any royalties or other compensation from Berkeley Outdoors Marine, or sponsors in connection with such use.
4. I and Berkeley Outdoors Marine agree that any and all disputes, claims, or controversies, not resolved by the above rule procedures or incidents occurring in any Berkeley Outdoors Marine tournament, of any kind or nature between us arising out of or relating to any tournament or event will be resolved through mandatory, binding arbitration. This agreement to arbitrate covers claims that (a) arise out of or relate to the current tournament in question; (b) arise out of or relate to any past Berkeley Outdoors Marine tournaments or events; (c) arise out of or relate to any future Berkeley Outdoors Marine tournaments or events; and (d) disputes about whether claims, controversies, or disputes between us are subject to arbitration. Because I and Berkeley Outdoors Marine have agreed to arbitration, neither of us will be deemed to have waived our right to arbitrate by filing a claim in such a court that is within that court's jurisdiction.

5. If I initiate the arbitration proceeding, I will pay the costs of arbitration, and if Berkeley Outdoors Marine initiates the arbitration proceeding, Berkeley Outdoors Marine shall bear the costs of the arbitration.
6. The arbitrator shall be required to follow all substantive law applicable to any dispute, including the statute of limitations. The arbitrator shall be bound by the Federal Rules of Evidence, and must respect any applicable attorney-client privilege, or any other privilege.
7. I agree that I cannot serve as a class representative or participate as a class member in an arbitration proceeding, that only my claims may be addressed in the arbitration proceeding, and that no other parties may be added to the arbitration proceeding.

