

2009 TEXAS KAYAK SERIES RULES AND REGULATIONS

Rules: All rules stated below will remain in effect for the 2009 Texas Kayak Series. All decisions made by the tournament director and/or tournament officials will be final in all matters. The tournament director and/or the tournament officials can make a change when the safety of a contestant is in question or by a unanimous decision by the tournament committee. Any changes to the rules will be posted on the website www.KayakSeries.com and communicated to the tournament members in the pre-tournament meeting before the tournaments. Read the following rules prior to signing of entry form.

- 1) **Applicable Laws:** Federal, State and Local laws are to be obeyed by contestants at all times. Violation of any federal, state and/or local laws will result in the disqualification of the individual belonging to from the TEXAS KAYAK SERIES.
- 2) **Tournament Eligibility:** In order to participate in the TEXAS KAYAK SERIES, entrants must be in good standing of the TEXAS KAYAK SERIES. Contestants must be 13 year's of age or older. Contestants under 18 years old must fish with their legal guardian. The TEXAS KAYAK SERIES reserves the right to refuse participation in any event to an individual at the discretion of the tournament committee. This tournament series is for individuals with the option of signing-up in the additional "Team Bonus" for an additional \$50.00 per two-person team.
- 3) **Alcoholic Beverages and Illegal Drugs:** Consumption of any alcoholic beverages or illegal drugs during tournament hours is prohibited and will result in disqualification. Alcoholic beverages and illegal drugs may not be possessed in an individual's Kayak.
- 4) **Sportsmanship:** TEXAS KAYAK SERIES participants are expected to follow the highest standards of sportsmanship, courtesy and ethics. Un-sportsmanlike and unethical conduct will result in disqualification (at the tournament committee's discretion). Please refer to the Texas Boating Safety Rules.
- 5) **Permitted Tournament Fishing Waters:** Contestants may fish in any inshore public water accessible by Kayak. Kayaks must stay inshore and are not permitted in offshore waters. No fishing is allowed within 150 yards of tournament site. Participants are not allowed to fish within 100 feet of another anchored Kayak unless that participant is waived in or invited. Wade-fishers must remain within 100 feet of their Kayak. If a fishing area is in question, the Kayak anchored first has the right to the area. An anchored Kayak has the first right to the area within 100 feet of the anchored Kayak. An anchored Kayak is a Kayak held in a stable position by the shore or a line attached to an anchor, a weight, push pole, etc. Participants may drive to their launch site by vehicle. Participants may only launch at public launch sites. Tournament boundaries will be set at 40 (statute) miles from the weigh-in point in a straight line by GPS. Boundaries will be displayed on the website.
- 6) All fishing must be from a kayak. No trolling motors or propulsion systems other than paddle, kick or pedal are allowed.
- 7) **Checkpoints:** Each tournament will have only one checkpoint. The same checkpoint will be used in the morning and in the afternoon. The checkout point and times will be communicated on the website. Check-in times will be between Noon and 2:00 PM. Contestants who are not at the official check-in area at the appointed time will be penalized at the rate of one-half pound per minute which will be deducted from the total weight including any weight to be counted toward a big fish award. Any contestant more than fifteen (15) minutes late will be disqualified. Individuals who are not able to check in due to equipment failure or other unforeseen circumstances are responsible for contacting the tournament director before the official check-in is over.
- 8) **Polygraphs:** By signature on the official tournament entry form, each contestant agrees to submit to a polygraph test and abide by its conclusion. Polygraph tests will be issued at the discretion of the tournament director/committee if any rules or regulations are in question. The results of the polygraph are final and cannot be reviewed by a court of law.
- 9) **Liability:** A signed DECLARATION, WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT is due in the TEXAS KAYAK SERIES office before an individual may compete in any TEXAS KAYAK SERIES event. All tournament participants are required to sign a waiver absolving all tournament officials, officers, participants, sponsors and co-sponsors from any responsibility for damage or personal injury sustained as a result of their participation in the tournament or its related activities.
- 10) **Pre-Tournament Meeting:** Registration for the TEXAS KAYAK SERIES will be held on the Saturday evening before the tournament date. Registration will be between 5:30 PM and 6:30 PM. A pre-tournament meeting will be held at 6:30 PM on Saturday following registration. All contestants are required to attend the Pre-Tournament meeting. Participants may be excused from the Saturday night meeting if arrangements are made with the TEXAS KAYAK SERIES office. Participants must have written documentation from the TEXAS KAYAK SERIES office and present it upon registration if the participant is excused from the Saturday meeting. If a contestant fails to attend the registration and pre-tournament meeting without written permission from the TEXAS KAYAK SERIES office, a one (1) lb. per fish penalty will be assessed to their fish upon weigh-in.
- 11) **Communication during tournament hours:** No communication will be allowed from outside sources during tournament hours. Purchasing of information and/or hiring of services from local experts or guides will not be permitted within 7 days prior to the competition. No communication is allowed via cell phone, radio, pager or any other electrical device during competition hours from any individual outside of the tournament. No communication is allowed via cell phone, radio, pager or any other electrical device during competition hours to obtain information that may give the individual an advantage in the competition. If an individual has an emergency, a mechanical problem, or needs immediate assistance, individuals may contact local authorities, emergency services, the Coast Guard or the tournament director. Individuals must notify the tournament director immediately if these circumstances exist.
- 12) **Entry Fees, Tournament Registration and Identification:** All contestants must have an official TEXAS KAYAK SERIES logo displayed during tournament hours. Individuals must have 100% of the tournaments entry fee paid in full 7 days prior to the event date. Individuals may sign-up within 7 days however; a late fee of \$20.00 will be assessed to Individuals who pay less than 7 days prior to the event. All entry fees and deposits are non-refundable.
- 13) **Kayak Regulations:** All Kayaks must have all required U.S. Coast Guard safety equipment. Kayak's may not be ferried by another Kayak.
- 14) **Safety:** Safe boating will be observed at all times. Each contestant is required to possess a fastened, U.S. Coast Guard approved, personal flotation device on the kayak. Tournament days may be shortened or canceled due to unsafe weather or water conditions. The decision to shorten or to cancel will be left totally to the discretion of the tournament director/committee. A 4-hour period shall constitute a day of fishing. It is the competitor's responsibility to communicate with the Tournament Director if cancellation of the event is suspected. The TEXAS KAYAK SERIES reserves the right to hold the tournament on an alternate day. The alternate date will be published on the TEXAS KAYAK SERIES website, www.KayakSeries.com.
- 15) **Tackle and Equipment:** Only artificial lures may be used. No live bait, dead bait or prepared bait will be permitted. Only one rod and reel may be used at any one time per angler.
- 16) **Live Fish:** Contestants are responsible for keeping their Redfish alive. Any dead fish brought in to weigh-in will be assessed an eight-ounce penalty. No altered, mutilated or iced fish will be accepted. Redfish will be inspected for alterations in size, length and weight. Any altered fish will result in the disqualification of the individual weighing in the altered fish.
- 17) **Scoring:** Tournament standings, auxiliary awards and final winners shall be determined by the total weight of one Redfish measured in pounds and 100ths of a pound of each team's catch during the tournament. Only Redfish over 20 and under 28 inches may be weighed-in. All Redfish must be brought to weigh station in a live weigh-in tournament bag (provided by Kayak Series). Redfish may not be brought to weigh-in on a stringer. Weigh-in bags will be provided at the weigh-in. Individuals may not possess more than one Redfish at any time during the tournament except to cull their fish. Ties will be decided by the earliest check-in time. An award will be presented to the Angler of the Year and Team of the Year at the end of the three-event season. The Angler of the Year and Team of the Year will be based on a points system.

18) Points: All individuals and teams fishing the TEXAS KAYAK SERIES will receive points (with the exception of disqualified teams). All participants will receive points in the individual angler points system. Teams who enter the "Team Bonus" program will receive points towards "Team of the Year." The first place individual and team will receive 100 points, the second place individual and team will receive 99 points, etc. Individuals and teams weighing in no fish will receive twenty points less than the last individual and team weighing-in. Each team may use one alternate in the season.

19) Protest Procedure: All protests must be submitted in writing, along with a \$200 cash deposit. Protests must be submitted to the tournament director no later than 15 minutes following the weigh-in of the last fish. All decisions will be made by the tournament director and committee and are final. If the protest is upheld, the cash deposit will be returned to the person submitting the protest. The protester agrees that by filing a protest, the protester may be subject to a polygraph test.

20) Permission to be filmed for Television: I agree to be filmed, photographed, taped, quoted or otherwise mentioned (without compensation) by the Texas Kayak Series organizers, or by anyone authorized by the Texas Kayak Series organizers. This includes but is not limited to the official photographers, writers, hosts, or sponsors of this event under the conditions authorized by the Texas Kayak Series organizers. I give the Texas Kayak Series organizers, and anyone authorized by the Texas Kayak Series, the right to use (without compensation) my name, picture, likeness, quotes, and biographical information, whether audio or visual, before, during and after the period of my participation in this event.

I have read all 20 sections (2 pages) and agree to abide by the Rules and Regulations stated above.

Print Name Signature

SIGNATURE OF PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE, AS OF THIS TOURNAMENT.

NAME OF PARENT OR LEGAL GUARDIAN _____ SIGNATURE _____

RELATIONSHIP TO PARTICIPANT _____

2009 TEXAS REDFISH SERIES DECLARATION, WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT:

THE UNDERSIGNED HEREBY AFFIRMATIVELY STATES AND ACKNOWLEDGES THE FOLLOWING IN CONSIDERATION FOR PARTICIPATION IN THE TEXAS KAYAK SERIES.

- 1. That participation in this event is entirely voluntary and of participant's choosing and not the result of any inducement offered by the TEXAS KAYAK SERIES, other than, as set out in the tournament rules. I agree to abide by the rules of this tournament
2. That participation executes this Declaration, Waiver, Release and Hold Harmless Agreement in consideration for the opportunity to participate in this event.
3. Participant assumes any risk of loss, damage, or injury to participant's person and/or property and waives any claim in connection thereto against the TEXAS KAYAK SERIES, its officers, officials, directors, agents, sponsors, and members. Furthermore, participant waives any claim, demand, complaint or cause for action which participant now has or may have, whether know, developed or undeveloped.
4. I do release the TEXAS KAYAK SERIES, and officials, from any and all Liability. Participant further agrees to indemnify and hold harmless the TEXAS KAYAK SERIES, its members, officials, director, agents, and sponsors from and against any and all Claims by participant and participant's heirs, assigns, and representatives, arising out of, or in any way, related to participation in this tournament.
5. I warrant that I am in good physical and mental health, and am physically capable of withstanding the rigors, and requirements of this tournament. Participant further states that the property, boat and gear to be used in this fishing tournament, complies with the state laws, and regulations, with-in the state of Texas, and that the boat to be used in this fishing tournament, is currently operational and in proper working order.
6. This declaration, Waiver, Release, and Hold Harmless agreement has been executed by the participants listed above, relying on the participant's own judgment and understanding of this Declaration, Waiver, Release, and Hold harmless agreement and no representation from any other party. Participants further declare that he/she is of lawful age and legally competent to execute this Declaration, Waiver, release, and Hold Harmless agreement. Participant further declares that this document shall be binding upon his/hers heirs, assigns, and representatives and acknowledges that it shall be interpreted under the laws of the state the tournament is being held in. If any section herein is declared to be invalid, it shall be severable from the balance of the Declarations, Waiver, and agreements made herein. Participant further request that any court interpret this Declaration, Waiver, and Release and hold Harmless as broadly as possible in accordance with participant's intention's set forth herein. Finally, Participant certifies, by participant's signature, and /or parent or guardian signature, that participant has read, fully understands, and agrees to abide by the rules and regulations of this tournament. Any untruthful statements, made by participant further release the TEXAS KAYAK SERIES, its members, officials, Directors, agents, and sponsors from any liability whatsoever.
7. I expressly recognize that the loss of property, injury, or death could arise from (1) the fishing and boating activities contemplated by the tournament.(2) The fact that I might fish in a boat belonging to another participant. (3) The fact that the risks normally encountered in open-water fishing from a boat may be enhanced by the exposure to the elements, and other risk inherent in outdoor competition. (4) I am aware that my participation in this tournament, creates the risk of, serious personal injury, or death, and could lead to the loss or damage to personal property.

HAVING READ AND FULLY UNDERSTANDING THIS DECLARATION, WAIVER, RELEASE and HOLD HARMLESS AGREEMENT, EACH PARTICIPANT AGREES BY THE ABOVE STATED TERMS, AND CONDITIONS, AS SHOWN BY THE SIGNATURES BELOW AND DEMAND THAT THIS DOCUMENT BE ENFORCED AND FOLLOWED BY ALL COURTS, WITHIN THE UNITED STATES, ADMINISTRATIVE, JUDICIAL AND/OR EXECUTIVE BRANCH OF GOVERNMENT.

Participant _____
Print Name Signature

SIGNATURE OF PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE, AS OF THIS TOURNAMENT.

NAME OF PARENT OR LEGAL GUARDIAN _____
SIGNATURE _____

RELATIONSHIP TO PARTICIPANT _____

2009 TEXAS KAYAK SERIES TOURNAMENT APPLICATION

Mail entry to: Texas Kayak Series or fax to 210- 491- 4353
Make Payments to: Texas Saltwater Series

Please print legibly. Incomplete applications may be returned.

DATE ___/___/_____

ANGLER NAME _____ TEAMMATE _____

ADDRESS _____

CITY _____ ST _____ ZIP _____

PHONE _____ EMAIL _____

SPONSOR'S _____

EMEGENCY CONTACT #'S DURING TOURNAMENT

CELL #1 _____ CELL #2 _____

MAKE OF KAYAK _____ MAKE OF PADDLE _____

PLACE KAYAK WAS PURCHASED _____

WHAT BRAND OF GPS DO YOU USE _____ HOW MANY KAYAKS DO YOU OWN? _____

FAVORITE BRAND OF FISHING REEL _____ ROD _____

FAVORITE TACKLE SHOP _____ FAVORITE AREA TO FISH _____

FAVORITE HOTEL CHAIN _____

Please Check Appropriate Tournaments:

<u>Date</u>	<u>Location</u>	<u>Indiv. Fee</u>	<u>Optional Team</u>	<u>Total</u>
___ March 29, 2009	Port Aransas, TX	\$75.00	(\$50 per team)	_____
___ April 26, 2009	Rockport, TX	\$75.00	(\$50 per team)	_____
___ May 31, 2009	Matagorda, TX	\$75.00	(\$50 per team)	_____
___ July 12, 2009	Bluff's Landing	\$75.00	(\$50 per team)	_____

Total Enclosed: \$ _____

***Individuals who sign-in for all tournaments before 3/21 will be entered into a drawing for a \$50.00 Cabela's Gift Certificate.**