

2009 TEXAS SALTWATER SERIES MEMBERSHIP APPLICATION

**Mail entry to: Texas Saltwater Series
Make Payments to: Texas Trout Series**

Please print legibly. Incomplete applications may be returned.

DATE ___ / ___ / _____

TEAM NAME* _____

TEAM CAPT. NAME _____

ADDRESS _____

CITY _____ ST _____ ZIP _____

PHONE _____ EMAIL _____

ANGLER #2 _____

ADDRESS _____

CITY _____ ST _____ ZIP _____

PHONE _____ EMAIL _____

EMEGENCY CONTACT #'S DURING TOURNAMENT

CELL #1 _____ CELL #2 _____

MAKE OF BOAT _____ YEAR _____ TRAILER _____

MAKE OF MOTOR _____ YEAR _____ HP _____

PLACE BOAT WAS PURCHASED (EG. ABC MARINE) _____

MAKE OF TROLLING MOTOR _____ GPS/DEPTHFINDER _____

FAVORITE BRAND OF: FISHING REEL _____ ROD _____

FAVORITE TACKLE SHOP _____ SOFT PLASTIC _____

FAVORITE LURE _____ FAVORITE LINE _____ Braid or Mono? _____

Please return this form with **\$40.00** per angler, the **Rules and Regulations Form** and the **Insurance and Liability Form**. **2009 Texas Saltwater Series Membership** grants anglers eligibility to fish any Texas Saltwater Series event in 2009 including the Texas Redfish Series, Texas Trout Series, Texas Kayak Series and any other events associated with the Texas Saltwater Series. Members receive a patch, two stickers, Highlight DVD, Texas Saltwater Series visor.

**Texas Trout Series * PO Box 33006 San Antonio, TX 78265
210-385-3333 * office@troutseries.com * www.troutseries.com**



2009 TEXAS TROUT SERIES RULES AND REGULATIONS

Rules: All rules stated below will remain in effect for the 2009 Texas Trout 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.TroutSeries.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 and the team the individual belongs to from the TEXAS TROUT SERIES.
- 2) **Tournament Eligibility:** In order to participate in the TEXAS TROUT SERIES, both team members must be members in good standing of the TEXAS TROUT SERIES. Contestants under 18 years old must fish with their legal guardian as their teammate. The TEXAS TROUT SERIES reserves the right to refuse membership and participation in any event to an individual and/or team at the discretion of the tournament committee.
- 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 a team's boat.
- 4) **Sportsmanship:** TEXAS TROUT 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 boat. Boats must stay inshore and are not permitted in offshore waters. No fishing is allowed within 300 yards of tournament site. · Participants are not allowed to fish within 150 feet (50 yards) of another anchored boat. · Wade-fisherman must remain within 300 yards of their boat. · If a fishing area is in question, the boat anchored first has the right to the area. An anchored boat has the first right to the area within 150 feet of the anchored boat. An anchored boat is a boat held in a stable position by a line attached to an anchor, a weight, push pole, power pole, etc. with the trolling motor in the up position. · If the boat does not have a trolling motor the definition of anchored still applies.
- 6) **Wade Fishing is Allowed:** Participants must leave from and return to the official checkpoint by boat. Wade fishing is permitted in the TEXAS TROUT SERIES. Teams who wish to wade fish must remain within 300 yards of the participant's boat. Participants may not leave the boat to net a fish hooked while in the boat. Wade-fishermen must net their own fish. Teams may not have one participant fishing out of the boat with another teammate wade fishing (fishing is defined in this instance as casting and retrieving). Both team members must be in the boat before the combustion engine is started.
- 7) **Checkpoints:** Each tournament will have only one checkpoint. The same checkpoint will be used in the morning and in the afternoon. Each boat must go through the checkpoint in the morning in the pre-selected order. The checkout point and times will be communicated to the teams at the pre-tournament meeting. All tournament boats must be inspected by a tournament official at the official tournament site before they are released to fish. Flight numbers will be drawn by each team at the mandatory registration the day before each tournament begins. Once a flight number is drawn, it may not be changed, traded or sold to another team. It is the contestants' responsibility to know their flight number, official time and check-in time. Failure to go through the checkpoint will result in disqualification. Every boat must go through the checkpoint before weighing-in regardless if the team has fish to weigh in. Once a boat has checked in, fishing must cease. Check-in times will be between 2:30 PM and 4:00 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. Teams 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) **Insurance and Liability:** A reasonable amount of liability insurance is required of all contestants fishing and/or using his or her boat in any TEXAS TROUT SERIES event. It is the responsibility of the boat owner to carry liability insurance covering himself and passengers. A current copy of the team's insurance policy and a signed DECLARATION, WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT is due in the TEXAS TROUT SERIES office before a team may compete in any TEXAS TROUT 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 TROUT SERIES will be held on the Friday evening before the tournament date. Registration will be between 5:30 PM and 6:30 PM. A pre-tournament meeting will be held at 7:00 PM on Friday following registration. All contestants are required to attend the Pre-Tournament meeting. Participants may be excused from the Friday night meeting if arrangements are made with the TEXAS TROUT SERIES office. Participants must have written documentation from the TEXAS TROUT SERIES office and present it upon registration if the participant is excused from the Friday meeting. If a contestant fails to attend the registration and pre-tournament meeting without written permission from the TEXAS TROUT SERIES office, a one (1) lb. per fish penalty will be assessed to each of the team's fish upon weigh-in.
- 11) **Communication during tournament hours:** No communication will be allowed between anglers or 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 word of mouth, cell phone, radio, pager or any other electrical device during competition hours. If a team has an emergency, a mechanical problem, or needs immediate assistance, teams may contact local authorities, emergency services, the Coast Guard or the tournament director. Teams must notify the tournament director immediately if these circumstances exist.
- 12) **Entry Fees, Tournament Registration and Identification:** All entrants must be a member of the Texas Trout Series. All contestants must have an official TEXAS TROUT SERIES sticker displayed on their boat and a TEXAS TROUT SERIES patch on their shirt during tournament hours and weigh-in. The entry fee for each event is \$500.00 per two-person team. A \$200.00 non-refundable deposit is required to secure a team's spot in the tournament. Teams must have 100% of the tournaments entry fee paid in full 14 days prior to the event date. A late fee of \$35.00 will be assessed to teams who pay less than 14 days prior to the event. All entry fees and deposits are non-refundable. In order for a team to be eligible for the Tour Reward's program, membership fees, the entry fee for the first tournament and non-refundable deposits for the remaining tournament must be paid before the first tournament date.

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13) Boat, Motor and Horsepower Regulations: All boats must be a minimum of 15 feet in length and be equipped with a minimum of 25 hp motor. Each boat must have all required U.S. Coast Guard safety equipment. In addition, each boat must have a properly aerated live well. The live well must be properly aerated to adequately maintain alive three speckled trout. The Tournament Director shall have the sole responsibility for determining whether aeration and capacity is adequate. Live wells will be inspected upon checkout the morning of the tournament. ALL BOATS MUST BE EQUIPPED WITH AN OPERABLE IGNITION KILL SWITCH. The kill switch device must be attached to the driver's body anytime 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. Any fuel tanks that are not installed by the boat manufacturer are prohibited. Fuel may be carried only in factory installed (built-in) fuel tanks. Any additional fuel used during the tournament day must be purchased from a retail facility open to the public.

14) Safety: Safe boating will be observed at all times. Each contestant is required to wear a fastened, U.S. Coast Guard approved, personal flotation device anytime the combustion engine is on. 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. Cancellations will be communicated via VHF radios on a channel decided at the Pre-Tournament Meeting. If conditions are not safe on the tournament day, the TEXAS TROUT SERIES reserves the right to hold the tournament the following day (Sunday). If conditions are not favorable the following day (Sunday), an alternate date will be published on the TEXAS TROUT SERIES website, www.TroutSeries.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 Trout 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. Trout will be inspected for alterations in size, length and weight. Any altered fish will result in the disqualification of the team weighing in the altered fish.

17) Scoring: Tournament standings, auxiliary awards and final winners shall be determined by the total weight of three Trout measured in pounds and 100ths of a pound of each team's catch during the tournament. Only Spotted Sea Trout/Speckled Trout over 16 inches may be weighed-in. Only two trout over 25 inches (using measurement according to Texas state law) may be weighed in. All Trout must be brought to weigh station in a live weigh-in tournament bag (provided by Trout Series). Trout may not be brought to weigh-in on a stringer or in a basket. Teams may not possess more than three Trout at any time during the tournament. Ties will be decided by the earliest check-in time.

18) Points: All teams fishing the TEXAS TROUT SERIES will receive points (with the exception of disqualified teams). The first place team will receive 100 points, the second place team will receive 99 points, etc. Teams weighing in no fish will receive twenty points less than the last team to weigh-in fish. Team points will remain with the team captain in the event of a team "break-up". The top team in points after the second tournament will be named Team of the Year and will be awarded prizes that coincide with the title.

19) Protest Procedure: All protests must be submitted in writing, along with a \$100 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 Trout Series organizers, or by anyone authorized by the Texas Trout 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 Trout Series organizers. I give the Texas Trout Series organizers, and anyone authorized by the Texas Trout 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 individual or team participation in this event.

I have read all 20 sections (3 pages) and agree to abide by the Rules and Regulations stated above.

TEAM MEMBER #1 _____
 Print Name Signature

TEAM MEMBER #2 _____
 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 _____

CURRENT LIABILITY INSURANCE COVERAGE FOR MY BOAT IS IN AFFECT FOR THIS TOURNAMENT:
 (BOATER SIGNATURE) _____

Please Check Appropriate Tournaments:

Location	Date	Fee	Deposit
_____ Tour Rewards (Both Tournaments)		\$1,000.00	\$700.00
_____ Corpus Christi, TX	January 24, 2009	\$500.00	\$200.00
_____ Port Aransas, TX	February 21, 2009	\$500.00	\$200.00

Total Deposit: \$ _____



2009 TEXAS TROUT SERIES

DECLARATION, WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT:

THE UNDERSIGNED HEREBY AFFIRMATIVELY STATES AND ACKNOWLEDGES THE FOLLOWING IN CONSIDERATION FOR PARTICIPATION IN THE TEXAS TROUT 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 TROUT SERIES, other than, as set out in the tournament rules. Team members 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 TROUT 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 TROUT SERIES, and officials, from any and all Liability. Participant further agrees to indemnify and hold harmless the TEXAS TROUT 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 engine to be used in this fishing tournament, complies with the state laws, and regulations, with-in the state of Texas, and that the boat/engine to be used in this fishing tournament, is currently operational and in proper working order, and that the owner of the boat to be used, has in force, at the time of this fishing tournament, current liability insurance coverage.
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 TROUT 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.

TEAM MEMBER #1 _____
Print Name Signature

TEAM MEMBER #2 _____
Print Name Signature

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

NAME OF PARENT OR LEGAL GUARDIAN _____
SIGNATURE _____

RELATIONSHIP TO PARTICIPANT _____

CURRENT LIABILITY INSURANCE COVERAGE FOR MY BOAT IS IN AFFECT FOR THIS TOURNAMENT

(BOAT OWNER'S SIGNATURE) _____