

## **HEADWATERS Competition Rules Standard**

The terms and conditions presented in this document apply (“HEADWATERS”) and those persons registering for and participating in HEADWATERS competitive Events (“Competitor”). “Events” include both “Tournaments” (meet-up competition) and “Challenges” (virtual, online-only competition where participants do not congregate). The pronouns “he,” “him,” “himself,” and “his” herein are used as generic, gender-neutral terms and do not restrict or confirm access on the basis of sex.

Each (“HEADWATERS”) event (referred to herein as “Competition”) is a CPR (Catch-Photo-Release) contest in which each Competitor catches his own fish in places, during times, and by procedures permitted in all pertinent rules and regulations, digitally photographs them according to the standards described herein, and submits the lengths and photographs for verification. These Competitions are conducted according to HEADWATERS Competition Rules found in two documents:

1. *HEADWATERS Competition Rules Standard (this document) cover about 90% of the terms, conditions and standards common to all HEADWATERS Events.*

2. *Event-specific rules located on the HEADWATERS Event Page, which includes details such as dates, locations, times, eligible water boundaries, restrictions, and exceptions to the HEADWATERS Rules Standard.*

Together, these two documents comprise the *HEADWATERS Competition Rules*. As a condition of participation in any HEADWATERS Competition, the participating angler (“Competitor”) agrees to read, understand, and comply with all HEADWATERS Competition Rules. Failure to comply will result in penalty, which may range from points deductions to submission denial or disqualification.

For each Event, the HEADWATERS Event Coordinator and/or Tournament or Series Director (“TD”) will be identified on the HEADWATERS Event Page. The Tournament or Series Director has responsibility for interpretation and enforcement of the HEADWATERS Competition Rules and may amplify or clarify them to make them more relevant or complete. Tournament and Series Director decisions may be disputed, as described in Section 17.A.

HEADWATERS management will review the Tournament or Series Director’s decisions and revise the HEADWATERS Competition Rules appropriately. Most recent HEADWATERS Competition Rules Standard revisions will be summarized in a Revisions Log (above) and highlighted in red in the body of the rules standards.

Announcement of the rule changes will also be posted fifteen (15) days prior to implementation.

### Table of Contents

1. Participation and Eligibility
2. Fish Eligibility
3. Competition Period
4. Pre-fishing
5. Competition Area
6. Cooperation and Assistance
7. Fishing Tackle, Equipment and Methods
  - 7.C. Acceptable measuring boards
8. Watercraft & Propulsion
9. Photo Standards
10. Scoring
11. Penalties
12. Awarding of Prizes
13. Taxes
14. Sale of Prizes

15. Safety
16. Competitor Conduct
17. Disputes and Appeals
18. Public Comment
19. Unavailability and Force Majeure
20. Compliance with Laws
21. Waiver and Release

## 1. Participation and Eligibility

### A. HEADWATERS Membership

If not specified as "HEADWATERS Member-only," participation in any HEADWATERS Event is open to both HEADWATERS Members and non-members who meet all other eligibility requirements laid out on the Event Page.

**B. Professional Fishing Guides** may register and compete in Events.

**C. Event Registration** — All HEADWATERS Competitions are conducted using a Tournament Management System ("TMS"). Each angler who wishes to participate in such an Event must create a TMS user account before the first day of competition and must sign up for the Event and pay the entry fee on the TMS or through the HEADWATERS online store, as specified on the Event Page.

**D. Entry Fees** — Entry Fee amounts, administrative surcharges, registration deadlines, late fee exceptions, and refund or transfer restrictions are specified on the Event Page for each Competition.

**No Satisfaction Guarantee** — Competitor understands and agrees that payment for the Event does not secure a guarantee or promise of satisfaction.

Competitor's failure or inability, for any reason except as otherwise provided herein, to participate in any or all of the activities of the Event does not relieve or suspend the Competitor's obligation to make all payments required by HEADWATERS Rules on a timely basis, nor entitle the Customer to a refund or credit, except as provided below.

**E. Payment** — Competitor agrees that once an Event Registration is submitted, the terms and conditions of the HEADWATERS Competition Rules constitute an Agreement that is a legally binding and enforceable obligation of Competitor.

**F. Competitor's Right to Cancel** — Any competitor wishing to cancel an Event Registration may do so by emailing the tournament director.

Any cancellation dated 1 day or less before the Event shall result in a per person administrative fee equal to 25% of the Event Registration Fee.

Once an Event has started, no cancellations will be accepted, and no refunds will be provided.

HEADWATERS is not responsible for any refunds of expenses related to travel or lodging reservations or other payments involving third parties.

**G. Pre-Tournament Check-in** — Each Tournament Competitor is responsible for reviewing the Schedule of Events on the Event Page for pre-event check-in times and location. Each Competitor must check in with official HEADWATERS Competition staff at the time and place designated in the Schedules of Event for verification of eligibility, signing of waivers if required, and rules acknowledgement. Late check-in and registration process (if permitted), event-specific instructions, and Event schedule are specified on the Event Page.

**H. Captains Meeting Participation** — Tournament Competitors are required to attend an on-site Captains Meeting or view a recorded "Virtual" Captains Meeting Webcast, as stipulated on the Event Page. Failure to either view a Virtual Captains Meeting or attend an on-site Captains Meeting results in a Competitor's disqualification from the Event.

## 2. Fish Eligibility

- A. *Species*—For "Bass" HEADWATERS Competitions, only "black bass" are eligible for scoring.

- B. **Condition**—Fish must be hooked in the mouth or jaw. It may not appear to have snagged, snatched, or hooked *only* in the body or a fin. If hooked in the mouth, a second treble hook that snags a gill plate, fin, or body is considered incidental and does not eliminate that fish. Fish must appear to be alive. If fish appears to be dead, mutilated, frozen, mangled, or otherwise damaged, or it appears to have been mashed, mauled, or otherwise altered, the photo will be denied.
- C. **Caudal (Tail) Fin**— the tip of at least one lobe of the caudal (tail) fin must be contact with the measuring board. If the bass' entire caudal (tail) fin is lifted away from the measuring board so that neither tip remains in contact with the board, the photo will be denied.
- D. **Eye**—The fish's left eye must be visible in photo. Violation will result in denial of the photo.

### 3. Competition Period

A. Competition start and end dates and times are stated on the Event Page. Any Competitor who launches (i.e., places his watercraft on the water, occupies it, and goes under way) before the stated "Earliest Launch" time or begins fishing before the official Competition Start Time on any day of competition will be disqualified from the Event. When launch site congestion prevents others from launching safely, Competitors may place their watercraft in the water, occupy them, shove off and then stage (float, drift, or anchor) in the immediate area until the official "Earliest Launch," at which time they may proceed under way. Under no circumstance will a fish photographed outside of the official Competition Start and End times be considered for scoring.

B. **Check-in**—Tournament Competitors who have already submitted digital photos by upload to the TMS must be in the Judges' Report-in Line at Tournament HQ by the time specified on the Event Page. Failure to be in or through the Judges' Report-in Line by that time will result in disqualification from the Event.

C. **Early Check-in**—Tournament Competitors who could not or did not upload their photo submissions to the TMS must report to the Judges' Check-in Line at an "Early Check-in Time" specified on the Event Page and turn in their digital media (i.e., memory card), camera, or camera phone with USB cable in order for judges or tournament staff to download them to a computer and then manually upload them to the TMS for subsequent evaluation and scoring.

4. **Pre-fishing** — Practice in Eligible Water is permitted on the day prior to Tournament Competition until the time specified in event-specific rules on the HEADWATERS Event Page. If no pre-fishing/practice fishing deadline is stated on the Event Page, then practice may continue up until six hours prior to the Tournament start time. There are no restrictions regarding areas, type of watercraft, or types of bait used in pre-/practice fishing. Fishing on the event's eligible water after the specified pre-fishing deadline will result in disqualification from a Tournament. (Refer to Rule 6 regarding pre-fishing with a professional fishing guide.)

### 5. Competition Area

A. Competitive fishing is allowed only on publicly accessible waters within the geographic area designated on the Event Page as "Eligible Water." Photos of fish caught outside of eligible water boundaries will be denied.

B. Competitors may launch from any public-access directly onto Eligible Water or may launch and then travel or portage to Eligible Water. Crossing restricted property to reach Eligible Water is not permitted. Tributaries, canals, sloughs or estuaries separated from the rest of eligible water by temporary obstructions (e.g., fallen trees, log jams, beaver dams) that, if removed, could be entered by floating/paddling are considered eligible waters in which competition is permitted, and competitors are permitted portage watercraft over or around such obstructions. Those separated by obstructions of a permanent nature across through which one cannot float (e.g., levees, earthen or concrete dams, berms, elevated roadbeds, spillways, waterfalls) are ineligible water, and competition in such areas is prohibited. Violation will result in disqualification from the Event.

C. Competitors are not restricted to fishing where they start out each day but are permitted to relocate to other Eligible Water during tournament hours.

D. Watercraft must not be anchored in such a position as to prevent or block access for other watercraft or powerboats. Violation will result in disqualification from the Event.

### 6. Cooperation and Assistance

A. Up until the end of the established pre-fishing period, competitors may fish with and receive direct assistance from other anglers and professional guides on the Eligible Water, except as restricted in Rule 6.B. below.

B. Before and during the event, competitors may (i.) share gear, tackle and equipment, (ii.) assist in photographing a fish for submission, and (iii.) communicate with and fish in proximity to other people, including other Competitors; however, Competitors may not receive assistance in catching fish that are photographed and submitted for scoring, including boat positioning, casting, retrieving, hooking, or playing a fish. Competitors in the same craft, where co-angling from the same craft is allowed, may assist each other in the landing of a fish. Violation will result in Competitor's disqualification from the Event.

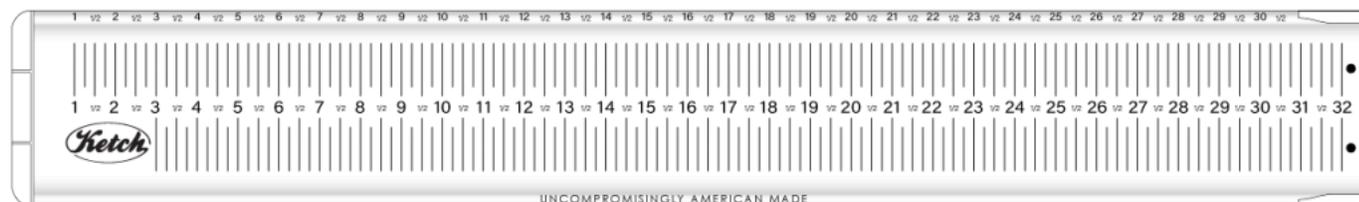
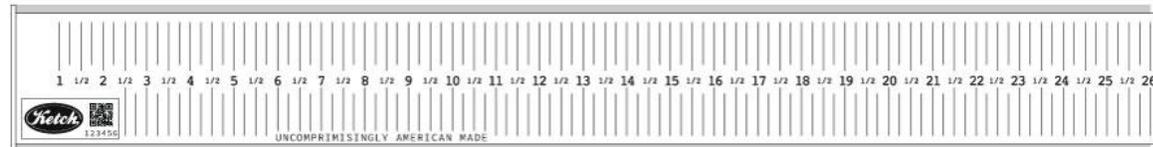
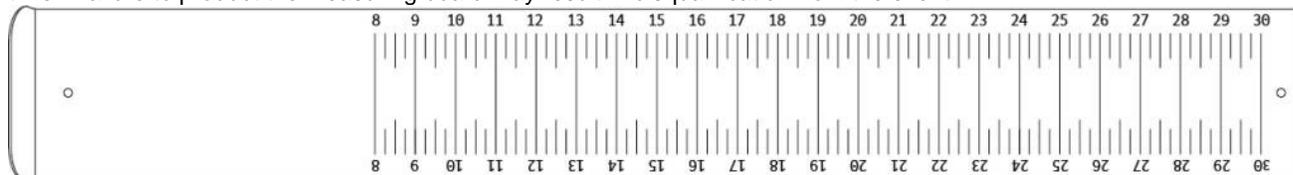
C. Competitors may not submit photos of fish if, at any time from cast to landing of the fish, the competitor or watercraft was in physical contact with another watercraft or person, except an observer occupying the competitor's boat. Violation will result in denial of the photo.

## 7. Fishing Tackle, Equipment, and Methods

A. All fish submitted for score must be caught live by the Competitor who submits them for scoring. The exception is where co-angling from the same craft in a 'team' event is allowed. All fish submitted for scoring must be caught live using only equipment and legal methods that comply with all sportfishing statutes and regulations of the states and body of water in which they are taken. Competitors are responsible for research of and compliance with all applicable fishing and boating regulations. Snatching or snagging fish is not permitted. When visually fishing a bed for spawning bass, to be admissible all bass must be hooked inside the mouth. Violation will result in disqualification from the Event.

B. All fish must be caught by the Competitor on rod, reel, line and hook with artificial lures only. No traps, snares, set lines or other methods of fishing other than rod, reel and line are permissible, even if legal under state game laws. Violation will result in disqualification from the Event.

C. Acceptable measuring boards include the *Hawg Trough* manufactured by Hagen's, a *FishStik Version 2* by YakGear (with bump board arrows and slide-locks), the aluminum *Ketch Products Measuring Board*, and the *Ketch Karbonate measuring board*. **Other measuring boards may be acceptable on a case by case basis, provided they have a fence/bump board/nose board, are rigid in that they do not fold, articulate, slide upon themselves, all increments are legible and dimensions can be reproduced and accepted as accurate by the Tournament Director.** Any measuring boards not specifically listed must be pre-approved by the Tournament director. Tournament director or his designee reserves the right to inspect and verify any measuring board at any time. Failure to produce the measuring board may result in disqualification from the event.



Measuring boards must remain unaltered in their measuring capacity but may be shortened by removing inches from the upper end of the scale (opposite the fence). For example, one may cut off the end of a measuring board at the 26-inch mark in order for it to fit crossways between a watercraft's gunwales. However, it may not be broken, snapped, or cut apart and then reassembled at any point between the two ends. Violation will result, at minimum, in denial of photo.

A crack that does not separate the measuring board into pieces and does not affect the measuring board's accuracy may be repaired and reinforced for use.

A slight flex in a measuring board resulting from a fish's weight is allowed; however, Competitors are prohibited from deliberately flexing or deforming a measuring board by exerting pressure or reshaping it. Any modification of a

measuring board that results in misrepresentation of a fish's actual length is grounds for a competitor's disqualification from the event and may result in subsequent sanctions and penalties as described in Rule 11.

D. Competitors may share measuring boards.

E. A break of the measuring board's fence may be mended for use if the repair is rigid, flat and at a right angle to the measuring surface. The mended measuring board must be submitted to the Tournament Director. Violation will result in denial of photo.

F. Each competitor must use a mobile phone with camera to submit digital photographs. When a Competitor's smart phone becomes inoperable or is lost, he may share smart phones with other Competitors, provided each Competitor logs into his own TMS account in order to submit photos of fish he caught. Violation will result in denial of photo.

G. Only artificial lures and biodegradable artificial lures may be used. No live bait, preserved bait, or prepared bait will be permitted during competition, with the exception of pork strips or rinds. Violation will result in disqualification from the Event.

H. Only ONE casting, spin-casting, spinning, or fly rod and reel may be in use at any one time. A rod and reel is considered to be "in use" when a lure attached to it by a line is in or on the water. A hung lure (one snagged in an overhanging tree) that is not in or on the water is not considered in use and the attached rod and reel may be set aside while another is in use.

I. Nets and grippers (e.g., Fish Grip, Boga-Grip) may be used for landing fish during tournament competition, but grippers must not remain attached to the fish in photos. Violation will result in denial or disqualification of the photo.

J. If a Competitor breaks his line while setting the hook or retrieving a fish, he is allowed to make an attempt with the rod being used or by hand to secure the line and land the fish to be counted as legal. He may NOT hook the line with another lure, rod and reel, or other device. If a Competitor loses his rod and reel while landing a fish he MAY use another rod and reel to retrieve the lost outfit. If after retrieval, the fish is still hooked, it may be landed, photographed, and submitted as a legal fish. Violation will result in disqualification from the Event.

## 8. Watercraft & Propulsion

A. Watercraft acceptable for use in **HEADWATERS POWER BOAT** competition must meet federal, state, local and water body regulations. All watercraft must have on board all USCG required safety equipment.

B. Watercraft acceptable for use in **HEADWATERS KAYAK** Competition are those manufactured and marketed as canoes, kayaks, or SUPs for which human power/pedaling/paddling is the primary means of propulsion. Any other watercraft must be submitted to HEADWATERS Administration for review and approval prior to use in competition. Unless approved as exceptions by HEADWATERS Management, the following watercraft are NOT considered kayaks acceptable for competition:

- a. Gas- or liquid-fueled motorized or hybrid fuel/electric powerboats or personal watercraft
- b. Sailboats
- c. Jon boats
- d. Pirogues, coracles, and rowboats
- e. Dinghies and skiffs
- f. Float tubes, inflatable rafts, and rigid inflatable boats (e.g., Zodiac)
- g. Pontoon boats, pontoon-style pond boats, twin-hull watercraft, or similar.

Some of these watercraft may be acceptable as a powerboat for competition where powerboats are allowed. Verification and acceptance of all watercraft is required prior to entry into competition. If you have the slightest question, ask.

C. Kayak propulsion is restricted to paddle, pedal, pole, or electric motor.

D. Unless specifically prohibited on the Event Page, use of a single electric propulsion unit per kayak in HEADWATERS-sanctioned competition is approved with the following restrictions:

- i. Competitors must comply with all boating regulations pertaining to motorized kayak/electric-propulsion watercraft registration, use, and operating restrictions for the designated fishing area. Violation will result in disqualification from the Event.
- ii. Electric motor used to propel a watercraft:
  - a. must be attached to the kayak in a safe manner for operation, and

b. may not exceed the lesser of (a.) manufacturer's labeled Maximum HP/Thrust Capacity, (b.) 3 HP, or (c.) 155 foot-pound thrust. Violation of either condition will result in disqualification from the Event. (This does *not* pertain to wattage capacity.)

E. Towing, transport or relocation assistance from another watercraft, including "mothershipping," is NOT permitted except in cases of emergency, as when pulling a kayak from a danger zone or restricted area. Once the emergency has ended, the Competitor may resume fishing only if the watercraft was pulled no more than 100 yards from the danger zone. Violation will result in disqualification from the Event.

F. Trolling (i.e., lure(s) attached to a single rod and towed behind a watercraft while underway) is permitted in HEADWATERS Competition.

**9. Photo Standards**—Digital photographs of each fish submitted to judges for scoring must meet these criteria:

A. *Unique*—Each digital photo submitted in each Event must be of a different fish. Subsequent digital photos of the same fish submitted by the same Competitor in an Event will be denied.

B. *Visible/Legible*—Each photo must be in sharply focused and clear enough for a judge to:

- i. Verify the correct Identifier Form and Event ID Code. Inability of the judge to verify will result in denial of photo.
- ii. Verify the fish's condition. Violation will result in denial of photo.
- iii. Verify the fish's length. Judge will score fish at the greatest length of which he is certain.
- iv. Verify whether the bass' jaw or lip, or the redfish's nose, is in contact with the measuring board fence. Inability of the judge to verify will result in a penalty of 1 inch.
- v. Except where covered by hand or fingers, the entire fish, from its mouth/jaw to the tip of its caudal (tail) fin, must be visible in photos. If either end is covered or cropped off, the photo will be denied.

C. *Centered*—Camera lens positioned directly over the center of the fish's body, which contributes to accurate measurement by judges. Photos taken at a low angle so as to obscure an open mouth may be denied or penalized at the Tournament or Series Director's discretion.

D. *First-generation*—Each digital photo must be a first-generation image (not a photo or screen-shot of another photo). Violation will result in denial of photo.

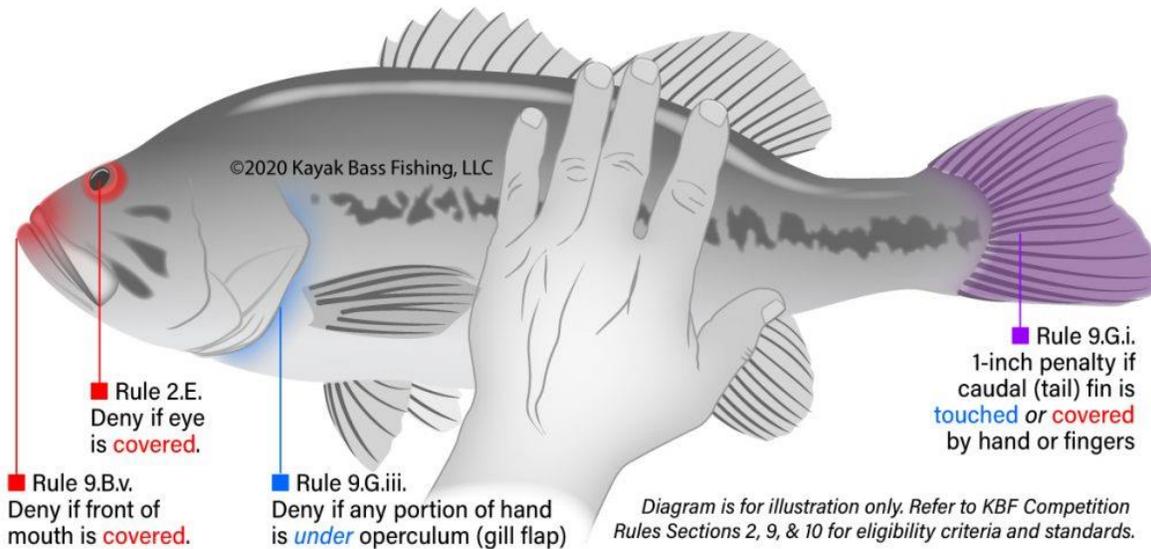
Photos submitted for scoring that, in judges' opinions, contain evidence of a possible disqualifying infraction—including photos that appear to have been cropped or modified (e.g. image enhanced or filtered) in such a way as to obscure infractions—will not be accepted. The Tournament or Series Director will review all such photos and will make any disqualification ruling. The Tournament Director may also contact Competitors to request submission of original un-cropped, un-filtered photos for further review and verification. Failure by Competitors to respond or refusal to submit the original photo will result in denial of the photo.

E. *Identifiable*—Official HEADWATERS Identifier Form above, below, or beside the fish (not covering any portion of the fish, unless attached to the Competitor's hand or arm). Neither a hand-drawn form nor an image of the HEADWATERS Identifier Form on a smart phone are permissible. Violation will result in denial of photo.

F. *Background*—Competitor's watercraft clearly visible in the photograph. Violation will result in denial of photo.

G. *Hand Position*.

- i. Hand or finger(s) may be in contact with the caudal peduncle (fleshy, scaled part of the bass' body at the base of the caudal fin) but not covering or touching any portion of the caudal (tail) fin. Violation will result in a 1-inch deduction in score.



ii. No portion of a hand or finger may be under the fish's operculum (gill flap or cover). Violation will result in denial of photo.

#### H. Mouth

- i. Bass' lip or jaw **must** be in contact with measuring board fence (bump board, upright), and the fence must be visible in the photo. Violation will result in denial of photo.
- ii. A closed mouth is preferred for uniformity of measurement. If judge considers the mouth to be open 1/4 inch or more, even if it is structurally unable to close, a one-inch penalty will be assessed.

I. *Not "In-possession."* In most states, though not all, unless a fish is secured by a restraint device or is placed in a holding container, state regulatory agencies do not consider it to be "in possession" by Competitors, so states' minimum length regulations do not apply for photo submissions. If Event takes place in a state where photographing a fish constitutes "possession," and a photo is submitted of a fish that does not comply with state size limits, the photo will be denied. (Refer to regulatory compliance, Rule 7.A.)

### 10. Scoring

A. Fish length is determined by its caudal fin (tail fin) touching or crossing the manufacturer's quarter-inch mark (e.g., ridges, grooves) on the measuring board. If it falls short of a 1/4-inch factory mark, the length is rounded down to the next lower 1/4-inch mark that the bass' caudal fin actually touches or crosses. In reviewing photographs, judges will visualize as accurately as possible where a 1/4-inch factory mark would be if it extended the full width of a board and use that imaginary line to determine a fish's length.

B. If any portion of a bass' caudal (tail) fin extends off the edge of a Measuring Board surface, the score will be determined by the highest 1/4-inch measurement reached or crossed by the portion of caudal fin on the Measuring Board. Any portion of the caudal fin extending off the edge of a Measuring Board is not considered in scoring. Alignment aids and attachments to a HEADWATERS-approved measuring board (e.g., a cradle attachment for the Ketch measuring board) will not be considered part of a Measuring Board surface when determining a fish's length.

C. Tournament ranking, contingency awards, Angler of the Year Points, Challenge Points, and Championship qualification shall be determined by the aggregate length of each Competitor's photos remaining on the Leader Board when judging has concluded and the Dispute Period has closed. Unless otherwise stipulated on the Event Page:

- i. In one-day tournaments the scores of the five longest fish on the Leader Board when judging is complete will be combined to determine the aggregate score.
- ii. In two-day tournaments, the scores of the five longest fish of Day 1 and the five longest fish on Day 2 on the Leader Board when judging is complete will be combined to determine the aggregate score.

D. If a Competitor's photo is denied by a judge after end-of-competition, it may be automatically replaced by a previously submitted and auto-culled photo; however, no Competitor may submit a replacement photo after end-of-competition time.

E. In the event of a tie in score, the tied competitors' longest (highest-scored) fish are compared, and the tie breaks in favor of the competitor with the longest (highest-scoring) fish. If the longest fish are equal, the second-longest fish are compared and determine which competitor wins the tie. If the second-longest are identical, the process repeats for each of the remaining fish. If all the tied competitors' highest scoring fish are identical, then the tie breaks in favor of the competitor whose last Leader Board photo was uploaded earliest.

F. HEADWATERS judges apply the following scoring criteria to adjust measurements, approve or deny photos, and to penalize photos by deducting points (length) or disqualifying a Competitor:

<b>Item</b>	<b>Photo Scoring Criteria</b>	<b>Penalty</b>
a. Photo	Blurry photo/length unclear: scored at the highest mark of which there is no doubt	n/a
b. Photo	Blurry photo; completely unable to judge	Deny
c. Photo	Appears to be second-generation (e.g., screen shot, photo of photo)	Deny
d. Photo	EXIF data and other evidence substantiates photo taken outside of Eligible Water boundaries	Deny
e. Photo	EXIF data, other evidence substantiates photo was taken outside of competition hours	Deny
f. Photo	Multiple digital photos submitted of the same fish; unintentional violation	Deny
g. Photo	Multiple digital photos submitted of the same fish; evidence indicates intentionally	Ban
h. Photo	Competitor's watercraft not visible in photo background	Deny
i. Photo	Entire fish not in picture	Deny
j. Orientation	Fish positioned with right side of body toward camera; head pointing right and caudal fin left	Deny
k. Orientation	Fish positioned with dorsal fins at bottom of photo, pelvic and anal fins upward	Deny
l. Identifier	Official identifier Card missing, counterfeit, or incorrect for event	Deny
m. Identifier	Identifier Card is lying on or covering any portion of the fish	Deny
n. Identifier	Incorrect Event ID Code for Event or illegible Event ID Code	Deny

o. Fish	Secured by restraining device (e.g., stringer, tape, or clip attached to fish)	Deny
p. Fish	Photo violates state regulations regarding possession	Deny
q. Species	Photo of any species or variety of fish other than that approved for the Competition	Deny
r. Body	Photo Bass caudal (tail) fin tip fails to reach 12.00" line on measuring board	Deny
s. Body	Any portion of a hand or fingers under the fish's operculum (gill flap or cover )	Deny
t. Body	Finger(s) or hand touching or covering a bass' caudal (tail) fin	1.00"
u. Body	Entire caudal (tail) fin entirely lifted away and out of contact with the measuring board	Deny
v. Body	Left eye covered; not visible in photo	Deny
w. Body	Fish appears to have been snagged, snatched, or hooked in the body rather than mouth	Deny
x. Body	Fish appears to be dead, mutilated, frozen, mangled, or otherwise damaged	Deny
y. Body	Fish appears to have been mashed, mauled, or otherwise altered to increase its length	Deny
z. Mouth	Bass lip or jaw clearly not touching measuring board fence (upright end plate)	Deny
aa. Mouth	Unable to ascertain with certainty that bass lip or jaw is touching measuring board fence	1.00"
ab. Mouth	Mouth open 1/4 inch or more, even if it appears to be structurally unable to close completely.	1.00"

#### 11. Penalties

A. In the event of a rule violation, the Tournament Director may impose such penalties as deemed appropriate, including without limitation, the following:

- i. Reduction of score (length) as described above or determined by the Tournament Director
- ii. Loss of catch for the day or up until the violation has been remedied
- iii. Disqualification from the tournament in question
- iv. Any additional penalties determined by the Tournament Director including but not limited to monetary fines and/or reduction of Competitor of Year points.

Subject to the dispute and appeal processes set forth below, the Tournament Director's decisions on violations are final.

B. Following a review of evidence, a determination by the HEADWATERS Tournament Director and/or Chief Operations Officer of cheating or conviction of fraud will result in permanent revocation of HEADWATERS

Membership, suspension from competition and HEADWATERS-affiliated Events, and series, and revocation of all HEADWATERS Social Media privileges. The findings will be published on a password-protected HEADWATERS Members-only web page.

## 12. Awarding of Prizes

A. Prizes and numbers of positions paid out are addressed on the Event Page. Amounts paid per rank are subject to change based on participation (lower value for fewer entries and higher value for more entries) and sponsor provision.

B. Prizes will be processed after all photos submitted for scoring have been judges, the results reviewed by a separate panel, and disputes have been resolved.

C. Product prizes or personalized prizes may require additional processing or delivery time.

13. **Taxes** — Competitors are responsible for all applicable taxes on both cash and merchandise awards. Failure to meet those obligations may result in disqualification from all future HEADWATERS events. All prize recipients whose cumulative total for the year adds up to \$600 or more must fill out and turn in an IRS Form W-9 including name, address, social security number, signature and date. These are used to prepare IRS 1099 forms for distribution in January.

14. **Sale of Prizes** — No prizes won participating in HEADWATERS Events may be advertised or promoted for sale on HEADWATERS Facebook pages for a period of one full year. Violation of this rule will result in ineligibility for all future events and forfeiture of qualification status.

## 15. Safety

A. During competition, every Competitor must have all required Coast Guard safety equipment, (e.g., light source, whistle or other audible signal device, Coast Guard-approved, chest-type life preserver [PFD]). See [www.uscgboating.org/](http://www.uscgboating.org/).

### B. PFD Usage

i. Power Boat competitors must adhere to all federal, state, local and body of water regulations. Power boat competitors must wear a fastened, USCG-certified PFD anytime the combustion engine is running and the watercraft is underway. Power boat competitors must have a functioning kill-switch and attach such device anytime the combustion engine is running and the watercraft is underway.

ii. Kayak competitors must wear a PFD at all times while actively engaged in competition, except as described below (Rule 15.C. PFD Wear Exceptions), Competitor must wear a fastened USCG-certified vest-style PFD (inherent flotation or inflatable) or float jacket.

C. *PFD Wear Exceptions* — Competitor assumes responsibility for all consequences of removing his PFD. Kayak Competitor may cease competition and remove the PFD while his watercraft is beached, anchored or adrift only if doing so creates no unsafe condition. Competitor must put on and securely fasten the PFD before going underway or resuming competition.

D. The Tournament Director has the right to postpone or cancel the start of an official tournament day because of adverse weather conditions or other factors that would jeopardize Competitors' safety. Tournament waters may also be restricted at any time because of bad weather.

E. In the event of weather emergencies that pose an imminent threat to Competitors, the Tournament Director may terminate Competition before the scheduled end-of-competition time. An Early Termination Announcement with an adjusted end-of-competition time will be broadcast to Competitors via email and group text messaging and will also be posted on the TMS site and social media sites. The Announcement will also specify an adjusted report-in time and location. If safe to do so, upon receiving the Announcement, Competitor should make his way to the specified location at that time.

Competitor is required to stop fishing as soon as he receives the Early Termination Announcement. No photos of fish caught after the adjusted end-of-competition time may be submitted for scoring; however, to accommodate those seeking shelter immediately, Competitor has up to 15 minutes after the Adjusted End Time to submit a photo of any bass caught before the adjusted end-of-competition time/photo submission deadline.

F. In the event of an emergency situation, Competitor should call 911 first and then notify tournament officials as soon as possible.

G. Use of alcohol or drugs (other than those purchased over the counter or prescribed by a licensed physician) by any Competitor during an Event will not be tolerated and will be cause for automatic disqualification from this and all future HEADWATERS tournaments. No alcoholic beverages or other non-prescription stimulants or depressants shall be allowed in watercraft during competition days

**16. Competitor Conduct** — Competitors participating in any HEADWATERS sanctioned event must observe the applicable rules for the Competition and must conduct themselves at all times in a manner that reflects favorably on the sport of kayak bass fishing, HEADWATERS, its members, officers or representatives, tournaments or sponsors. Competitors are expected to follow high standards of sportsmanship, courtesy, integrity, safety and conservation in support of the sport of kayak bass fishing, especially when in the vicinity of non-Competitors who may be on or beside Eligible Water. Any Competitor who violates these principles, intentionally violates HEADWATERS Competition Rules or regulations (attempts to commit fraud) or behaves in ways that reflect unfavorably upon HEADWATERS efforts to promote fisheries conservation, clean waters and courtesy, may forfeit tournament winnings, face suspension from future HEADWATERS sanctioned events, be permanently banned from competition, or any combination thereof deemed appropriate by HEADWATERS.

## **17. Disputes and Appeals**

A. If a Competitor wishes to dispute a rules violation penalty, a judge's scoring decision, a Tournament Director's decision or other action that materially affected the Competitor's ranking or prize eligibility, he must use the HEADWATERS Dispute & Appeal Form to submit a dispute within 24 hour (one full day) following completion of Event judging. The dispute must include the following:

- i. Event title, location, and date
- ii. Description or identification of penalty imposed, or condition being disputed
- iii. Reference to pertinent rule
- iv. Reason for dispute and requested action

Except for situations involving fraud or other law violation, any disputes submitted after the 24-hour dispute deadline will be reviewed without affecting the outcome of an event. No change in rank or reward will result from disputes submitted after the deadline. Only Competitors in the Event where the disputed action occurred may submit disputes. Disputes must be handled privately. All parties directly involved will be provided a copy of the dispute. The Tournament or Series Director (for judge's rulings) or Chief Operating Officer (for Series Director rulings) will review the Competitor's claims, thoroughly investigate the disputed decision, and issue a ruling.

## **18. Public Comments**

A. The favorable public reputation of HEADWATERS as a sanctioning organization in the sport bass fishing, the integrity of its officials, and the reputation of its media channels are valuable assets and tangible benefits for HEADWATERS. Accordingly, it is an obligation of Competitors to refrain from comments in public forums and social media or to the news media that unreasonably attack or disparage the integrity of HEADWATERS, tournament officials, sponsors, fellow members, fellow Competitors or the HEADWATERS organization. Competitors are encouraged to express themselves and have the right to question the rules officials. Responsible expressions of legitimate disagreement with HEADWATERS policies are encouraged, as opposed to attacks upon the integrity of the rules or officials. However, public comments that a Competitor knows, or should reasonably know, will harm the reputation of HEADWATERS officials, HEADWATERS members or sponsors, may result in disciplinary action.

B. Sponsor contributions will not be devalued by disputes or disagreements in public forums or social media platforms.

C. Publicly disputing a judge's ruling or any dispute or appeal decision by a HEADWATERS Tournament Director or HEADWATERS Executive could result in sanctioning up to a ban, depending upon severity and nature of comments. This provision is not intended to discourage legitimate disputes but to ensure that a fair and unbiased approach is used, and the approved challenge and appeals processes are followed in determining the best possible outcome.

**19. Unavailability and Force Majeure** — HEADWATERS will use reasonable efforts to hold the Event; however, under no circumstances will HEADWATERS be held responsible for unavailability caused by circumstances beyond HEADWATERS's control, including flood, fire, hurricanes, earthquakes or other "acts of God," acts of government, civil unrest, acts of terror, strikes or labor problems nor will any Event Registration be cancelled, altered or amended once the Event has commenced on the basis of circumstances beyond HEADWATERS's reasonable control.

**20. Compliance with Laws** — This Agreement shall be governed by the laws of the State of Florida, county of Indian River. All rights and obligations of the HEADWATERS and the Competitor under this Agreement are subject to all

applicable federal, state and local laws and regulations. These terms and conditions shall be deemed revised to conform to applicable statutes, rules and regulations. HEADWATERS may modify the terms and conditions stated herein at any time in its sole and absolute discretion. Competitor shall be bound by the modified Agreement and agree that no other modifications shall be enforceable. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between the parties, whether written or oral. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. The waiver of any breach shall not constitute a waiver of any subsequent breach.

## 21. Waivers and Releases

**A. Name and Likeness Release** — By registering for this Event, the Competitor grants to HEADWATERS the right to use all photographs, likenesses, stories, accounts, details of Competitor contributions, exploits, interviews, bloopers, and information pertinent to the Event, as well as any video footage, photographs gathered at the Event, for marketing and promotional purposes. This release is granted without expectation for additional compensation upon submission of Event Registration.

**B. Waiver and Release of Liability** — As a condition of participation in a Competition, and by virtue of registering for the Competition, each Competitor agrees to accept the terms and condition of the Waiver and Release of Liability Agreement (below). This Agreement absolves HEADWATERS, its officers, staff, and volunteers from responsibility and threat of litigation in the case of injury, loss, or death sustained by a Competitor in the Event. Registrants under the age of 18 must have their waiver/release form signed by the parent or adult guardian who will accompany them throughout competition. A printed copy of the HEADWATERS Waiver and Release Form (below) is available at the Event HQ Check-in Table and must be signed and on file with Headwaters before a registrant is eligible to compete.

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Attachment A – Adult Registrants

### **HEADWATERS WAIVER AND RELEASE OF LIABILITY AGREEMENT**

#### *READ BEFORE REGISTERING FOR ANY HEADWATERS COMPETITIVE EVENT*

In consideration of being allowed to participate in any way in the HEADWATERS Event and its related competition and activities, I, the undersigned (or registrant), being at least 18 years of age, acknowledge, appreciate, and agree that:

1. I affirm that my participation in any HEADWATERS Event is voluntary and declare that I am physically fit and capable to participate in such; and
2. I acknowledge that kayaking and power boating participation and competition involves certain inherent dangers, and hazards; that the risk of injury from the activities involved in this event is significant, including the potential for permanent paralysis and death, and while particular skills, physical fitness, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated and customary Terms and Conditions for Participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of HEADWATERS Officers or Tournament Directors; and,
5. in full recognition and appreciation of the dangers and risks inherent in such activities, I, for myself and on behalf of my heirs, executors, administrators and assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS HEADWATERS and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service and technology providers, and, if applicable, owners and lessors of premises used for the activity (“Releasees”), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the

negligence of the releasees or otherwise, to the fullest extent permitted by law, and I hereby waive, release, and forever discharge Releasees from and against any and all claims, demands, actions, or causes of action, for costs, loss, expenses, or damages to personal property, or personal injury, or death, which may result from my participation in the HEADWATERS Event.

**COVID-19**

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions to which HEADWATERS. (the "Organization") adheres.

**COVID-19 Acknowledgements**

*In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:*

1. I am aware of the existence of the risk on my physical appearance to the venue and my participation to the activity of the Organization that may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death.
2. I have not experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.
3. I have not, nor any member(s) of my household, traveled by sea or by air, internationally within the past 30 days.
4. I did not, nor any member of my household, visit any any area within the United States that was reported to be highly affected by COVID-19, in the last 30 days .
5. I have not been, nor any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last 30 days.

**COVID-19 Declarations**

*Following the pronouncements above I hereby declare the following:*

1. I am fully and personally responsible for my own safety and actions while and during may participation and I recognize that I may be in any case be at risk of contracting COVID-19.ice
2. With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

3. I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

\_\_\_\_\_  
Participant's Name (Print)

x \_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Participant's Age

(Note If Participant is under 18 years of age, do not use this form. Registrant and Adult Supervisor must use Attachment B – Youth Registrants)

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Attachment B – Youth (under age 18)

**HEADWATERS WAIVER AND RELEASE OF LIABILITY AGREEMENT**

*READ BEFORE REGISTERING FOR ANY HEADWATERS COMPETITIVE EVENT AND/OR SIGNING THIS AGREEMENT*

In consideration of being allowed to participate in any way in the HEADWATERS Event and its related competition and activities, I, the undersigned (or Registrant), being under the age of 18, acknowledge, appreciate, and agree that:

1. I affirm that Registrant's participation in any HEADWATERS Event is voluntary and declare that Registrant is physically fit and capable to participate in such; and
2. I acknowledge that kayaking and powerboat participation and competition involves certain inherent dangers, and hazards; that the risk of injury from the activities involved in this event is significant, including the potential for permanent paralysis and death, and while particular skills, physical fitness, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
3. Registrant (and Adult Parent, Guardian, or Designated Adult Supervisor) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for Registrant's participation; and,
4. Registrant willingly agrees to comply with the stated and customary Terms and Conditions for Participation. If, however, Registrant or Adult Supervisor observes any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of HEADWATERS Officers or Tournament Directors; and,
5. in full recognition and appreciation of the dangers and risks inherent in such activities, I, for myself and on behalf of my heirs, executors, administrators and assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS HEADWATERS and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service and technology providers and, if applicable, owners and lessors of premises used for the activity ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law, and I hereby waive, release, and forever discharge Releasees from and against any and all claims, demands, actions, or causes of action, for costs, loss, expenses, or damages to personal property, or personal injury, or death, which may result from Registrant's participation in the HEADWATERS Event.

**COVID-19**

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions to which HEADWATERSfins. (the "Organization") adheres.

**COVID-19 Acknowledgements**

*In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:*

