

# TRACY BASS TOURNAMENTS

## TRACY OASIS MARINA ANGLER AGREEMENT 2019.2020

MEMBERSHIP FORM ... Must submit Form (Page 1) with \$50 per person

**Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_ **SS#** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Shirt Size:** \_\_\_\_\_ **Hat Size:** \_\_\_\_\_ **Favorite: Tackle** \_\_\_\_\_

**Favorite Rod Co.** \_\_\_\_\_ **Favorite Reel Co.:** \_\_\_\_\_

**Vehicle Make/Color:** \_\_\_\_\_ **Plate(s) #:** \_\_\_\_\_

**Boat Make/Color:** \_\_\_\_\_ **CF#** \_\_\_\_\_ **Trailer Plate #:** \_\_\_\_\_

### Emergency Contact Information

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Alternate Phone:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

### # AGREEMENT ACKNOWLEDGMENT

ALL MEMBERS - ANGLERS/TEAMS by participation in any TRACY BASS TOURNAMENT events acknowledge their understanding and willingness to comply with all conditions set forth in the TRACY BASS TOURNAMENT Angler Agreement, Membership Form and/or Event Form.

Angler First & Last Name (PRINT) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

## **#ELIGIBILITY**

- A. All Non-professional angling enthusiasts are eligible to compete and enjoy the experience of the TRACY BASS TOURNAMENT circuit. Professional status will be determined by tournament director.
- B. All anglers must be current members of Tracy Bass Tournaments circuit and legally eligible to enter into a contractual agreement to participate. Participants must adhere to sportsmanship, safety, insurance and equipment standards set forth by Tracy Bass Tournaments, established or/inferred by the Tracy Bass Tournaments angler agreement, industry standards and applicable law(s).
- C. **Minors** seeking to compete in the Tracy Bass Tournaments must provide membership form that includes their legal guardian's original signature that has been verified by Tracy Bass Tournaments admin personnel. Verification by Tracy Bass Tournaments Admin personnel must be done in person or notarized. The guardian must provide a government issued form photo identification that includes signature. Entry forms may be completed in advance with guardian and minor's signature once membership form and signature verification process has been completed. Each boat must have one person of 18 years of age or older present during events. Participants maybe chaperoned by boat owner and/or guardian as long at tournament director discretion. Chaperones must agree not to aid participants by offering, stating or hinting information, advice, navigation, techniques, observations and/or tips as they pertain to angling to participants during event hours.
- D. Final decision of all contestants being allowed to participate will be up to the Tournament Director.
- E. In the event that an individual or team is found to be ineligible by the tournament director, before, during or after any event, and has received any winnings from any Tracy Bass Tournaments event, that team or individual shall immediately upon written request of the tournament director(s) return any/all monies received from Tracy Bass Tournaments including the legal rate of interest to Tracy Bass Tournaments/Tracy Oasis Marina.
- F. In the event that legal action is necessary to enforce any terms of this membership, the prevailing party shall be entitled to reasonable attorney's fees, cost and such other relief as a court of competent jurisdiction may determine that the prevailing party is entitled to. This provision shall be construed to the entire membership form.

## **#INSURANCE & LIABILITY**

- A. Tracy Bass Tournaments boat owners are solely responsible to carry and maintain the proper state required minimum liability coverage for their vessel, themselves and their passengers.
- B. When participating in a Tracy Bass Tournaments event, all contestants by virtue of their entry agree to release, hold harmless and absolve Tracy Bass Tournaments, Tracy Bass Tournaments Staff, Tournament Sponsors, Co-Sponsors, Tournament Directors, and Tracy Oasis Marina-Resort (TOMR) and TOMR owners, TOMR employees from any and all responsibility for any property damage or personal injury that results from their participation in all Tracy Bass Tournaments tournament events or related activities.
- C. Tracy Bass Tournaments participants(s) upon request by the Tournament Directors or any Tracy Bass Tournaments staff, Tracy Oasis Marina or other Tournament Location are required to provide proof of insurance coverage.
- D. A properly completed and signed official membership, entry form and entrance fee must be submitted prior to participation in a Tracy Bass Tournament event.

## **#WAIVER & RELEASE AGREEMENT**

A. The undersigned understands and agrees that as consideration for being allowed to participate in any Tracy Bass Tournaments event, whether prior to commencement, during the actual event and/or during any post-event festivities, he or she is doing so at his or her at will and at their own risk. Tracy Bass Tournaments, Tracy Bass Tournament Staff and Tracy Oasis Marina owners, managers, employees, agents and sponsors (collectively "Tracy Bass Tournaments"), shall not be liable for any damages, claims or causes of action arising from personal injuries or property damage sustained in; on or about the premises or waterways used for any Tracy Bass Tournaments event, specifically including, but not limited to, all boat launches, bodies of water, parking lots or other public or private areas used for any Tracy Bass Tournaments event. The undersigned assumes full responsibility for any injuries or damages which may occur during any Tracy Bass Tournaments event, however caused, regardless of whether such injuries or damages are caused by the negligence of Tracy Bass Tournaments and/or Tracy Oasis Marina's or any of its employees or agents.

B. Submission of Membership and/or Entry Form: Participants are expressly acknowledging their signature relinquishes all rights to file a lawsuit or pursuit civil action against the Tracy Bass Tournaments and/or Tracy Oasis Marina for injuries arising out of his or her participation in any Tracy Bass Tournaments event or activity. This release is intended to be interpreted as broadly allowed under California and Federal law.

## **#SAFETY**

A. Safe boat conduct and all laws pertaining to operation of a motorized vessel must always be observed by Tracy Bass Tournament competitors. All participants are required to adhere to all mandates and common understanding of boating and safety laws and/or regulations.

B. Each competitor is required to wear a U.S. Coast Guard approved chest type life preserver (PFD) Type III or higher, and the driver must have the kill switch attached with a lanyard no longer than 48" (forty-eight) anytime the combustion engine is operating. This preserver must be strapped, snapped, or zippered securely until the combustion engine is shut off.

C. All vessels participating in Tracy Bass Tournaments events must have required safety devices as set forth by law.

## **#BREAKDOWNS/ EMERGENCIES**

A. All participants must inform local, state and federal agencies of a vessel emergency that may contaminate waterways or potentially cause harm to human or wildlife.

B. Anglers are not permitted to leave their boat or touch another boat, with the exception of emergency or major equipment failure. In the case of a breakdown on the water, the fishing partner may accept assistance in the form of a tow from or a return ride with any other boat on the waters.

C. While in tow, or riding, those contestants accepting assistance, are not permitted to continue fishing. However, other contestants, if rendering assistance; may continue fishing.

D. Should one of the contestants decide to stay with the troubled craft, he may send his catch with his partner to the Weigh Master. The angler who remains with the craft may not continue to fish once he has sent his catch to the Weigh Master. Anglers with fish to be taken to weigh-in may only be transported via another tournament contestant's boat or a method approved by the tournament authority.

## **#CELLULAR TELEPHONES & ELECTRONIC COMMUNICATIONS**

- A. Cell phones or other communication devices, including all forms of text messaging are allowed in boat as an emergency tool only; boat-to-boat communication is prohibited except for emergency purposes.
- B. Communication with Tracy Bass Tournaments tournament staff at a designated contact point is permitted to enhance tournament promotion and experience – communication - audio, video, photographic or multimedia is only permitted from members/teams/anglers during regulated event hours. Any Team/Angler that responds or posts to any social media outlets public and/or private platform during tournament will be disqualified.
- C. Anglers who communicate with other anglers, guides, industry related persons or those determined to have knowledge that could aid team/angler during tournament hours for any reason, other than vessel emergency will be disqualified by the tournament authority. In the case of any other emergency – it is advised anglers/teams contact appreciate emergency response teams (9-1-1, and/or Local Law Enforcement)

## **#SPORTSMANSHIP & HONOR CODE**

- A. Competitors in Tracy Bass Tournaments are expected to follow high standards of sportsmanship, courtesy, safety, and conservation. Any infraction of these fundamental sporting principles may be deemed cause for disqualification.
- B. Members and Competitors agree to relinquish any/all devices that measure, record or transmit measurement of time, communications, images and/or locations as requested by law enforcement, Tracy Bass Tournaments, Tracy Bass tournament agents and/or staff as it pertains to the investigation of tournament protest, violation of angler agreement and/or all laws.
- C. Use of alcohol or drugs (other than those purchased over the counter or prescribed by a licensed physician) by a competitor during the tournament will not be tolerated and shall be cause of automatic disqualification for this and all future Tracy Bass Tournaments. No alcoholic beverages, stimulants and/or depressants shall be allowed in the boats. Any narcotics, medical marijuana and/or prescribed medications that warnings include operation of vehicles and/or equipment are strictly prohibited, regardless of status of prescription and/or “medical card”.
- D. Maximum courtesy must be practiced at all times, especially with regard to boating and angling in the vicinity of non-competitors who may be on tournament waters.
- E. Any act of a competitor which reflects unfavorably upon Tracy Bass Tournaments effort to promote fisheries conservation, clean waters, and courtesy, shall be reason for disqualification.

## **#TACKLE AND EQUIPMENT**

- A. Only artificial lures may be used. No "live bait" or "prepared bait" will be permitted with the exception of pork strips, rinds, etc.
- B. Only ONE casting, spin-casting or spinning rod (8 foot maximum length from butt of handle to rod tip) and reel may be used at any one time. All other types prohibited. Other Rods/Fishing Poles as specified above may be in the boat ready for use, however, only ONE is permitted in use at any given time per participant.
- C. All bass must be caught live and in the conventional sporting manner as established by competitive Bass Angling and Industry standards during the regulation hours on the day of the tournament.
- D. Nets may not have a handle in excess of 8'(eight-feet) in length.

E. All tactics and Practices must strictly adhere to the rules and regulations set forth by the Department of Fish and Wildlife.

### **#HORSEPOWER REGULATIONS**

- A. Maximum horsepower for all outboard motorboats used in tournament competition will not exceed the horsepower limitation rating plate attached to the boat by the manufacturer.
- B. Any boat manufactured prior to November 1, 1972 must adhere to the ratings set by the U.S. Coast guard for similar boats.
- C. Each competitor agrees to submit, by their signature on the official entry form, the boat and outboard motor used in the tournament to an inspection by factory-trained personnel, if there is any reason to suspect the horsepower is in excess of the rating.

### **#BOAT AND MOTOR**

- A. For the safety of all contestants, ALL BOATS EXCEEDING 25 HORSEPOWER MUST BE EQUIPPED WITH SOME TYPE OF IGNITION KILL SWITCH. This ignition kill device must be attached to the driver's body during any/all times the combustion (Large/Big Motor) engine is operating.
- B. Fishing boats may be used that are 14 feet or more in length.
- C. A small motor, gas or electric, may be used for slow maneuvering.
- D. Trolling as a method of fishing is prohibited.
- E. Boats that do not have factory installed gas tanks are restricted to a maximum of 18 gallons of gasoline in tanks that meet U.S. Coast Guard regulations.

### **#BASIC BOAT EQUIPMENT**

- A. Every boat must have all required U. S. Coast Guard safety equipment. In addition, it must have a functional bilge pump and live well space, properly aerated to adequately maintain alive a limit catch of bass by both fishermen using the boat.
- B. Tournament officials shall have sole responsibility for determining whether aeration and capacity of live well is proper and adequate.

### **#START OF TOURNAMENT**

- A. A random boat draw will be done to determine the starting boat position, the day of the event.
- B. Blast off will be done at "Safe Light" as determined to be safe by the Tournament Directors or appointed agent.
- C. If your boat number is called and you/your team is not prepared to blast off – You/Your Team MAY NOT LEAVE – YOU MUST WAIT TO BE RECALLED at the End of Your Flight. If you/your team is unable to blast off after be recalled or you were the last boat of your flight, you/your team must wait to blast off after all boats and flights have been called. In the event there is more than one team that must wait until all boats/flights have been called – the order will be determined by boat number – lowest boat numbers will be called first.

## **#SIGHT FISHING**

A. The rule concerning "sight or bedding" bass is in effect at any time either of these conditions exist, and is designed to eliminate illegal snagging of bass.

Any type of snagging of fish will not be allowed. A sight or bedding fish is defined as one that can be seen and watched as it approaches the lure. Fish caught under these conditions must be caught by the hook and line and by the fish ingesting the lure.

B. Any bass caught that is either a "sight" or "bed" fish must be caught "hook in mouth with the hook point entering from the inside of the mouth" - and must be verified as a legal catch by the angler's in-boat partner.

C. Any "sight" or "bed" fish caught by snagging or with hook starting from outside the mouth shall be deemed an illegally caught fish and must be released.

The same fish maybe caught again by the legal method.

D. Any angler catching a fish under any of these conditions and not verifying the hook location with the other person in the boat may be disqualified from the tournament.

E. Any elevation beyond natural height of angler, standing on seats, raised platform, or motor, or use of ladder for the purpose of locating or fishing for bedding fish is prohibited.

## **#PERMITTING FISHING LOCATIONS**

A. The use of cables, ropes, chains or any type of block and tackle system to maneuver a boat into fishing waters is strictly prohibited and will result in disqualification from the tournament.

B. Contestants may fish anywhere on tournament waters available to the public and accessible by boat, except areas designated as "off-limits," "no boats" or "no fishing" by Tracy Bass Tournaments, local, state or federal officials, or within 50 yards of a contestant's boat that was first anchored. An anchored boat is a boat held in a stable position by a line attached to a weight or by a Power-Pole or similar shallow water anchor with the trolling motor in the up position.

C. All fishing must be conducted from the boat. At no time may a contestant leave the boat to land a fish or to make the boat more accessible to fishing waters.

D. Partners must remain together at all times and within sight of each other until the weigh-in verification is signed. (The momentary condition of being out of sight of each other for restroom break is permitted.)

## **#SCORING**

A. Tournament standings, auxiliary awards, and final winners shall be determined by the pound and ounce weight of each competitors catch during the competition days of the tournament.

B. Largemouth, Smallmouth and spotted bass will be weighed.

C. The limit shall be the legal State limit of 5 bass for team tournaments.

D. At no time shall a competitor have in his possession more than the limit described above. Tournament officials may conduct checks for violation of this provision, and in the event a competitor has more than the above described limit in possession, shall cull the largest bass first, down to the limit described.

- E. The official length of bass shall be 13" as determined by the Tournament Director and announced at the tournament briefing.
- F. Only bass as described above, which measure the official length or more on a Willie Go Board, shall be weighed-in.
- G. Bass fish presented for weigh-in, which fail to measure the official length, shall accrue penalties at the rate of 4 oz. (.25) for each such bass, plus the fish. This penalty shall be deducted from the total score of the competitor.
- H. Any bass that appears to have been caged, tied, stringed, mangled, mashed, mauled, or otherwise altered, or dead for an extended period of time, will be weighed and credited only at the discretion of the tournament officials.
- I. Competitors must present their catch to the weigh-in official.
- J. Competitors weighing in any fish greater than 5 pounds must use separate weigh bag for each fish.

**#CULLING** (Replacing a live caught bass with a larger live caught bass)

- A. Is permitted during the fishing day. The Title 14 rulings by the California Department of Fish and Wildlife will allow Tracy Bass Tournaments tournament anglers in California to continue to fish with 5 bass in the live well.
- B. For the purposes of the tournament, no more than 5 bass may be in the live well after entering the tournament, no more than 5 bass may be in the live well after entering the designed 5 mph zone or marina boundary.
- C. No measuring, releasing, or culling of any bass is permitted by contestants inside the marina boundaries at any time.
- D. At no time will a contestant cull a "Dead" fish during tournament hours.

**#PENALTIES**

- A. For each legal dead bass presented to weigh-in officials the competitor shall be penalized. 4 oz. (.25) will be deducted for each bass presented "not alive" as judged by the Weigh master.
- B. Tournament Director and their designated appointees shall have sole authority for assessing any penalties.

**#LATE PENALTY**

- A. Competitors who are not in the official checkpoint area at the appointed time shall be penalized at the rate of one pound per minute to be deducted from the total weight of the catch for that day, including any weight to be counted toward a "Big Fish Award" for each minute they are late.
- B. Any competitor more than five (5) minutes late shall be disqualified.
- C. There shall be no excuse for tardiness, and in no case shall a competitor be allowed to make up "lost time."
- D. After proper recognition at the check-in point, competitors will be allowed ample time to proceed to the weigh-in. However, all fishing must cease upon check-in.
- E. Exact starting and check-in times will be announced at the tournament briefing.

### **#SHORT FISH**

A. There shall be no excuse for attempting to weigh-in a short fish. A penalty of 4 oz. (.25 lbs) and the fish's weight will not be considered towards the total weight – short fish will be weighed and its weight deducted from the total.

### **#TIES**

A. In the case of a tie – The Angler(s)/Team(s) with the greater "Big Fish" weight will be determined as winner or place in a higher position.

B. If competitors are tied a second time in the "Big Fish" category, payback will be split equally between the two places.

### **#OPTIONS**

A. \$10 Option. Maximum Three places.

B. \$20 Big Fish Option. Maximum Two places.

C. \$5 First Out of the Money option to competitors that finish one place out of the regular pay backs.

D. 100% of collected option monies will be paid back at each tournament.

### **#REGISTRATION, ENTRY & AWARDS**

A. All Tracy Bass Tournaments Series Events requires \$100 Entry, \$20 Tournament Fee and all applicable Launch/Parking Fees – prior to participation, recognition and/or calculation of awards, prizes or monies.

B. \$100 of the entry fee money paid/collected will be awarded to the event - \$20 portion of the entry money paid/collected will be added to the TOC fund to be awarded to teams/anglers that are qualified and/or invited to participate in Tournament of Champions two day event.

C. **On-line Payments/Registrations – MUST BE SUBMITTED 48 HOURS PRIOR to EVENT DATE...** by credit/debit with applicable fee (\$10 Fee Accessed per Transaction)

### **#TRACY BASS TOURNAMENTS - TOURNAMENT OF CHAMPIONS**

A. The Tracy Bass Tournaments Series - Tournament of Champions is a two-day event that rewards Tracy Bass Tournaments member's (Teams/Anglers) devotion to competitive angling, the Tracy Oasis Marina and our amazing sponsors. All Tracy Bass Tournaments Teams that have participated in **4** regular season events are eligible to enjoy and compete for the generous payout and prizes provided by the Tracy Bass Tournaments series and sponsors.

B. Variations of team(s)/Members (Angler/Co-Angler) TOC qualification will be determined Tournament Directors.

C. TRACY BASS TOURNAMENTS have the right to invite more teams based upon participation levels during the season.

D. There is no entry fee for TOC.

E. \$10 & \$5 FOM Options Will be offered once and awarded on final day of two Day TOC event.

F. \$15 Big Fish Option Paid will be offered for both days and awarded for Both Days of TOC event



## **#ANGLERS OF THE YEAR**

A. Only teams that pay entry and/or participate in 6 tournament/events with the same combination of partners will be eligible to win the anglers of the year award.

B. Angler of the Year will not have to pay following year/series membership or event entry fees. However, AOY must still Pay, applicable TOC Contribution per event, Tournament Fees, Launch/Parking Fees. AOY must pay for any/all options they choose to enter.

## **#TRUTH VERIFICATION**

A. Truth Verification: Polygraph or Truth Verification may be given at any time at the discretion of the tournament directors of Tracy Bass Tournaments, Tracy Oasis Marina's agent and/or owner. Any Angler(s) Refusal or Failure of polygraph or Truth Verification required/requested by Tracy Bass Tournaments and/or any other Bass Tournament and/or any competitive organization will automatically eliminate angler(s) or team(s) from participation in all present and future Tracy Bass Tournaments and/or all Tracy Oasis Marina-Resort Events.

## **#PROTESTS**

A. Protests must be made within 15(Fifteen) minutes official scale closure.

B. All Protests must be written (non-verbal), require a \$100 deposit and original signatures of Angler/Team Making Protest.

C. Protests Must Include the Following...

1. Specify and/or Name Angler(s)/Team/Team#/Boat# or Detailed Description to identify Angler(s)/Team (s) in Protest.

2. The infraction, violation and/or disregard of Tracy Bass Tournaments Angler Agreement, Public Safety, Laws/Regulations and/or Sportsmanship/Honor Code.

3. Detailed Outline/Timeline of Event(s) that occurred during regulation hours of the Tracy Bass Tournaments event or event(s) occurring outside regulation hours that are being protested.

D. Any Angler(s)/Team(s) that relinquishes and/or foregoes their rights to protest as specified and defined in Tracy Bass Tournaments Angler Agreement that makes verbal, written, electronically posts or transmits statements, information and/or communications that could be considered harmful to the reputation of, Brings negative attention, Insights ill will and/or Creates malice towards, Participating Anglers and/or any Team(s), Tracy Bass Tournaments Members, and/or Tracy Bass Tournaments, Tracy Oasis Marina, Sponsors and/or affiliates, Staff, Agents and/or Associates will be considered unsportsmanlike. Any angler(s) and or Team(s) engaging in this unsportsmanlike conduct will be disqualified and acknowledges their actions may be considered slander and/or liable that could result in legal action as allowed by California State Law and the Constitution of the United States of America.