

# Official Rules Bassmaster Opens Effective January 1, 2023

Participation Agreement

**Angler Participation Agreement and Release of Liability** 

HAVING ACQUAINTED MYSELF WITH THE RULES AND REQUIREMENTS IN THIS BOOKLET, I HAVE SIGNED AND DATED THE PARTICIPATION AGREEMENT. I WILL MAIL OR FAX THE COMPLETED PARTICIPATION AGREEMENT AND COMPLETE THE ONLINE ENTRY FORM BY THE DEADLINE DATES PROVIDED BY B.A.S.S. MY REGISTRATION IS NOT COMPLETE UNTIL B.A.S.S. ACKNOWLEDGES RECEIPT AND ACCEPTANCE OF ALL REQUIRED DOCUMENTS. THE TOURNAMENT DIRECTOR RESERVES THE RIGHT TO REJECT MY APPLICATION FOR ANY REASON AND, UPON SUCH REJECTION, TO REFUND THE DEPOSIT OR ENTRY FEE.

#### P1. COMPLIANCE WITH RULES

By signing this agreement, I (also referred to as "Angler") hereby agree to be bound by and comply with all Tournament Rules, the Code of Conduct, payment schedules and all other guidelines and regulations in the 2023 Bassmaster Opens rules or otherwise communicated to me in writing by B.A.S.S. I also certify that I am a member in good standing with B.A.S.S., I am physically fit and that there are no health-related reasons or problems which preclude my participation in the tournament series.

## P2. RELEASE OF LIABILITY; INDEMNIFICATION

**2.1.** I expressly assume all risks associated with my participation in the tournament series and for myself, my executors, administrators, heirs, next of kin, successors and assigns, I hereby waive, release and discharge B.A.S.S., LLC, its affiliates and

subsidiaries, the hosts, sponsors and tournament series officials ("Released Parties") from any and all losses, liabilities, claims, damages and expenses (including without limitation, attorneys fees and related costs), of any kind (hereinafter "Claims") arising out of or in connection with my participation in the tournament series, including but not limited to Claims involving, death, disability, personal injury and/or property damage. I hereby INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Released Parties for any and all Claims arising as a result of my participation in this Tournament. I acknowledge that this Tournament may carry with it the potential for death, serious injury, and personal loss. The risks may include, but are not limited to, those caused by water conditions, temperature, weather, equipment, actions of other people including, but not limited to, participants, volunteers, and spectators. This release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

2.2. I shall indemnify, defend, and hold harmless the Released Parties against all Claims, whether or not a lawsuit or other proceeding is filed, to the extent that they arise out of: (1) my breach of the terms of this Agreement, (2) gross negligence, or willful misconduct by me, my agents or those acting on my behalf; (3) my violation of any applicable law, ordinance, rule, or regulation, including but not limited to all rules and guidelines applicable to tournament events; (4) breach of any warranty provided by me to Released Parties hereunder. I shall provide B.A.S.S. with prompt notice of any claim and give complete control of its defense and settlement to B.A.S.S. I shall also cooperate in all reasonable respects with B.A.S.S. its insurance company, the Released Parties (as applicable) and their legal counsel in the defense of such claim. If I fail to promptly indemnify and defend a covered claim, the Released Parties shall have the right to defend themselves, and in such case, I shall promptly reimburse the Released Parties, for all of their associated costs and expenses.

# **P3. GRANT OF RIGHTS**

- I hereby irrevocably grant permission to B.A.S.S., LLC and its affiliates and subsidiaries, the successors of each of the foregoing, and each of their respective agents, licensees, and assigns and those acting under their permission or upon their authority (collectively, the "Licensees"), in perpetuity, a worldwide, non-exclusive, royalty-free, fully paid up license to reproduce, display, exhibit, publish, broadcast, distribute, and otherwise use, and permit others to use, my name, image, nickname, initials, symbols, likeness, signature, photograph, voice, statements, biographical material, and any and all attributes of my personality and appearance (collectively, my "Identity") in materials created in connection with my participation in the BASSMASTER OPEN SERIES (collectively, the "Materials"), alone or with other materials, in connection with the promotion of B.A.S.S., LLC and any tournaments or other events staged by B.A.S.S., LLC, in any and all manner and media now known or hereafter devised, including without limitation, in print, on television programs, websites owned by or affiliated with the Licensees, on third-party websites, in social media channels, in public relations materials and for any lawful purpose in its sole discretion. During tournaments I agree to promptly and fully comply with all filming, camera location and other rules, guidelines and instructions of B.A.S.S.
- **3.2.** I hereby warrant that I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party.

I represent and warrant that I have or shall obtain any rights and permissions from all third parties sponsoring or affiliated with me needed by B.A.S.S. (the "Third Party Rights") to effectuate the grant of rights set forth in paragraph 3.1. These Third Party Rights from sponsors and affiliates shall grant B.A.S.S. the right to utilize such third party logos, insignia, trade dress or other intellectual property (collectively "Third Party IP") shown in any Materials featuring me, or otherwise in connection with B.A.S.S.'s use of my Identity as set forth in paragraph 3.1. Provided that such Third Party IP is only shown in conjunction with my Identity, (for example, on apparel worn by me or on items used by me), B.A.S.S. shall not be required to seek approvals from such Third Parties.

- **3.3.** I acknowledge that the Licensees have no obligation to use the Materials or my Identity. I hereby waive any right that I may have to inspect or approve any finished product or the use to which it is applied and I agree no further approval is required for the Licensees to use any Materials or my Identity and that the Licensees will not be liable to me for any distortion or illusionary effect resulting from the exhibition, publication or broadcast of the Materials or my Identity. I acknowledge and agree that no further payment or consideration will be due to me for B.A.S.S.'s use of the Materials or my Identity as authorized herein.
- **3.4.** I acknowledge that all right, title, and interest in and to the Materials, including without limitation all copyrights and trademark rights, shall be the sole and exclusive property of B.A.S.S. and that B.A.S.S. has the unlimited right throughout the universe to edit, modify, and otherwise use such Materials. With regard to the Licensees' exploitation of the rights granted hereunder, I, on behalf of myself and my heirs, executors, administrators and assigns, hereby irrevocably (a) release, discharge and waive all claims, demands, losses and liabilities of any nature against the Licensees that I, my heirs, executors, administrators and assigns had, now have, or hereafter may have, including, but not limited to, claims in the nature of copyright infringement, defamation, disparagement, slander, false light, violation of the right of privacy or publicity, or the like, and (b) covenant not to make any claims against any of the Licensees.
- **3.5.** During tournaments, and subject to compliance with B.A.S.S. guidelines, B.A.S.S. hereby grants to the undersigned Angler, the right to create, use and publish Angler created materials ("Angler Materials") such as still photos and video shot by Angler, on Angler's website and social media channels. Angler may also live stream during a tournament, except when Bassmaster LIVE has a camera in Angler's boat. B.A.S.S. reserves the right to revoke this permission at any time if B.A.S.S. in its discretion believes the content is inappropriate or in any way violates other B.A.S.S. rules. Angler must remove such content within two (2) hours of notification.

## **P4. INSURANCE**

I represent and warrant that I now have or will obtain prior to the tournament series, boat owners liability insurance (including coverage for third party property damage and bodily injury) with no "tournament exclusion," having a minimum limit of \$300,000 per occurrence. The insurance must be issued by a reputable insurer rated A or better by A.M. Best and Company. Policy must include international waters, or a separate policy for international waters must be obtained if I choose to fish international waters during applicable B.A.S.S. events. I shall provide B.A.S.S. will provide satisfactory evidence of

that insurance prior to my participation in any tournament event or at any time requested by B.A.S.S.

## P5. MISCELLANEOUS

- **5.1** Contingency Programs. Contingency programs are sponsor-funded programs developed to reward Anglers based on a predefined set of criteria. Participation in contingency programs is at the Angler's discretion.
- **5.2** Other Events. If Angler elects to participate in other B.A.S.S. sanctioned tournaments, Angler will be required to execute a Participation Agreement containing the applicable rules and regulations, code of conduct and Tournament Series specific content such as wrapped boat and uniform guidelines.
- **5.3** Additional Requirements. Angler agrees to participate in programs recommended or developed by B.A.S.S. that promote the growth of the sport and to fully support programs intended to raise awareness of my individual angler brand and identity.

#### 6. LEGAL

- **6.1** <u>Truth Verification Test.</u> By registering and signing the Participation Agreement, Angler agrees to submit to a truth verification test at any time and abide by its conclusion..
- **6.2** <u>Communication</u>. Angler must provide B.A.S.S. with a current e-mail address. Angler agrees that delivery of any notice, communication, guideline or instruction to Angler via email shall constitute notice to Angler and shall comply with any notice requirements set forth herein. Angler must also provide a personal cell number capable of receiving text messages from B.A.S.S.
- **6.3.** Governing Law, Venue, and Jurisdiction. This Agreement shall be governed by and interpreted in all respects in accordance with the substantive laws of the state of Alabama, without regard to its choice of law and/or conflicts of law principles. Angler irrevocably agrees that any disputes directly or indirectly arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in Jefferson County, Alabama, and consents to such venue and to the exclusive jurisdiction of any such court over any such dispute.
- **6.4.** <u>Miscellaneous.</u> If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and/or written representations, discussions, negotiations, understandings, and/or agreements relating to the subject matter hereof. This Agreement may not be modified except by an instrument in writing signed by both parties. In signing this document, I am not relying on any promises, representations or other statements that are not contained in this Agreement.
- **6.5.** <u>Electronic Signature</u>. The execution of this document by electronic mail or by any other electronic or digital means shall be deemed to constitute effective execution of this

document. Any signature transmitted by facsimile, email or other electronic or digital means shall be deemed an original signature for all purposes.

# **Content Usage Guidelines**

B.A.S.S. holds the content rights to the tournaments it owns and operates. However, B.A.S.S. grants certain exceptions, including the following content rights, to tournament participants:

- Anglers may use video or still images, shot by the angler during a tournament, for promotional or marketing purposes on the Angler's website and in social media.
   You may also live stream during a tournament, except when Bassmaster LIVE has a camera in your boat.
- During tournaments B.A.S.S. may ask to mount a POV streaming camera in a competitor's boat (the footage may be used in B.A.S.S.'s web or TV coverage).
   B.A.S.S. may also request the co-angler or a Marshal operate these, or other (POV, smartphone or other) cameras. A competitor is required to comply, even if he already has a personal camera mounted in his boat. Refusing to comply may result in a penalty.
- If a competitor has a personal camera person or crew following him on the water, that person or team must not get in the way of Bassmaster photographers or videographers who are covering the tournament. Off the water, they must follow the general guidelines of any media covering the tournament as set forth by B.A.S.S. Communications.
- B.A.S.S. also encourages anglers to send photos, videos and updates to <u>update@bassmasster.com</u> for exposure on Bassmaster.com and our social media pages.
- In social media, you may use our hashtag #bassmaster to amplify and spread your post to our 1.6 million social fans.

B.A.S.S. reserves the right to revoke these exceptions, and the angler must remove the tournament-related content, if B.A.S.S. in its discretion believes the content is inappropriate or in any way violates other B.A.S.S. rules.

B.A.S.S. wants to help promote both your brand and the sport of professional bass fishing through its multimedia assets. If there are stories written about you or by you appearing on Bassmaster.com, B.A.S.S. grants permission to link to these stories, and any others on our website, from your website or social media pages. You may also grab photos from Bassmaster.com to promote yourself. Please do credit Bassmaster.com.

The participation agreement containing the rules and regulations will be mailed to you. In order to compete, it must be completed and may be returned to B.A.S.S. LLC, 3500

Blue Lake Drive, Suite 330, Birmingham, AL 35243 Attn: Tournament Department or be completed and signed at registration the day before competition

#### 1. RULES AND PENALTIES:

The following rules shall apply to all Bassmaster Opens events except that (i) rules for special tournaments may differ from those contained herein and (ii) these rules may be changed by B.A.S.S. immediately upon notice by B.A.S.S. to its members, which notice may be published on the B.A.S.S. website at Bassmaster.com. Interpretation and enforcement of these rules shall be left exclusively to the Tournament Director or his/her designee at a tournament. In the event of a rule violation, the Tournament Director or rules committee may impose such sanctions as deemed appropriate by them, including, without limitation, disqualification, forfeiture of prizes and entry fees and prohibition from participation in subsequent tournaments. Subject to the appeal process set forth in rule 23, below, the decision of the Tournament Director, his/her designee or the rules committee shall be final in all matters.

Except for very serious rules violations, as determined by B.A.S.S., and any rules that might lead to disqualification of an angler from participation in the Bassmaster Opens Series or other B.A.S.S. circuits, rules violations must be reported to tournament officials within 24 hours of the final flight check-in on the day of the alleged violation.

Penalties for rules violations may include the following:

- (a) Reduction of practice hours or competition hours as determined by the Tournament Director.
- (b) Loss of one or more fish caught in potential violation of rules or regulations. All bass under question must be marked and verified by your partner, marshal or camera operator. If not verified the entire catch may be disqualified.
- (c) Loss of catch for the day of the violation.
- (d) Disqualification from the tournament in question.
- (e) Disqualification from future B.A.S.S. events, which may be from a specific number of events or for a specific period of time up to or including a lifetime disqualification.
- (f) Any different or additional penalties determined by the Tournament Director including, but not limited to monetary fines and/or reduction of points.

## 2. PARTICIPANTS AND ELIGIBILITY:

(i) This tournament is open only to current members of B.A.S.S. who are 16 years of age or older. However, employees, officers and director of B.A.S.S. or its parent, subsidiary, and affiliated companies and members of their immediate families (spouse, parents, children and sibling, regardless of where they live) are ineligible. Proof of age to the satisfaction of tournament officials is the responsibility of the potential competitor. Any candidate for competition who, in the judgment of the Tournament Director, is disabled in such a manner as to unfairly hinder their partner or endanger the safety and well-being of their partner or themselves may not be eligible. Officially registered competitors

must compete all eligible competition day(s). Abscences must be approved by Tournament Officials.

- (ii) DURING THE OFFICIAL PRACTICE AND COMPETITION DAYS OF ANY B.A.S.S. TOURNAMENT, NO PRO OR CO-ANGLER COMPETITOR MAY OPERATE A BOAT UNLESS THAT CONTESTANT HAS DOCUMENTED PROOF OF A MINIMUM OF \$300,000, PER OCCURRENCE, BOAT OWNERS LIABILITY INSURANCE COVERING THE BOAT BEING USED IN THE TOURNAMENT. PROOF OF INSURANCE MUST BE WITH THE BOAT BEING USED AND MUST COVER ALL PASSENGERS IN THAT BOAT. RANDOM CHECKS WILL BE CONDUCTED AND ANY COMPETITOR WHO DOES NOT HAVE PROOF OF IN-FORCE INSURANCE WITH \$300,000 COVERAGE MAY BE DISQUALIFIED. EACH POLICY MUST SHOW AN EFFECTIVE START AND EXPIRATION DATE. Tournament officials have sole authority to determine if insurance policies meet B.A.S.S., LLC requirements.
- (iii) A properly completed pre-printed and signed official entry form (attached to these rules) must be provided to the B.A.S.S. tournament administrative team prior to the first day of competition. Each calendar year prior to competing in a B.A.S.S. event, all competitors must complete a W-9 and when required a Form 590, or W-8 BEN provided by B.A.S.S. If tax status or address changes occur, new forms must be submitted prior to participation in the next B.A.S.S. event. Tournament entry fees must be received by the B.A.S.S. Tournament Department on or before the balance due date. **BALANCE** DUE DATE WILL BE 30 DAYS PRIOR TO THE FIRST COMPETITION DAY. Any balances or new entries received after the balance due date will be subject to a \$100 late fee. The Tournament Director reserves the right to discontinue acceptance of applications prior to deadline and also the right to extend the acceptance date. DEPOSITS ARE NONREFUNDABLE AND NONTRANSFERABLE REGARDLESS OF DATE OF CANCELLATION ONCE YOU HAVE BEEN CONFIRMED IN A TOURNAMENT. ANY BALANCE OF THE ENTRY FEE PAID IN EXCESS OF THE DEPOSIT WILL ONLY BE REFUNDED IF PROPER NOTIFICATION IS MADE TO THE B.A.S.S. TOURNAMENT DEPARTMENT PRIOR TO THE BALANCE DUE DATE. Anglers who are on the waiting list will be refunded deposits if you have not been confirmed in the tournaments for which you registered. While a sponsor may pay the entry fee, competitors agree to use any and all official products provided by B.A.S.S. in Opens Series events and the Bassmaster Classic.
- (iv) The preferred method for tournament registration is online at Bassmaster.com.

# 3. PRACTICE AND COMPETITION:

- (i) There will be an Off-Limits period ranging from 25-30 days prior to Official Practice, where anglers are not allowed on tournament waters during this time. The Off-limits Period, Official Practice, and Official Tournament Waters will be posted on the Official Information Sheets listed at <a href="https://www.bassmaster.com">www.bassmaster.com</a>. Special off limits and practice periods for the Bassmaster Classic will be announced by B.A.S.S.
- (ii) There will be an official practice period immediately prior to the first day of competition. Five official practice days will begin at 12:01 a.m. five days prior to the start of competition. No competitors will be allowed on tournament waters after onsite check-in/registration until the first day of competition, except under rule 3 (iii). Unless otherwise specified, all official times are time zone specific to local host community.

The competitor must know and observe these dates. During practice and competition, anglers cannot solicit, gather or intentionally receive any information from anyone other than another competitor in the tournament. NO EXCEPTIONS. Competitors may only fish with other competitors during practice and competition. Flying over tournament waters, other than a ticketed commercial airline, is prohibited during official practice and competition unless approved by the tournament director. The use of drones for the purposes of locating or catching fish or to gain a competitive advantage is prohibited in both official practice and competition. During the official practice competitors are not allowed to live well or keep any bass unless they have permission from tournament officials.

During official practice no practicing at night, defined as beginning at 30 minutes after local sunset and ending 30 minutes before local sunrise, to include running to and from a fishing location. In practice and competition, when running in low-light conditions, running lights should be in operation.

- (iii) Anglers renting boat slips may launch boats and proceed immediately to slip location. Testing of engines after the weigh-in is only allowed with permission from the Tournament Director. NO EXCEPTIONS. During the official practice and during the tournament, a competitor may not snorkel, "skin dive" or "scuba dive" in the tournament waters.
- (iv) No competitor may buy or barter a fishing location from any other competitor for use during any competition day. Once daily cuts are determined by tournament officials, competitors not making the cut are no longer considered in the tournament. Competitors making cut may not receive information under rule 3 (ii).
- (v) During the official competition days of the tournament a competitor may not make cell calls for the purpose of locating or catching fish on tournament waters. Cellphones may be used for emergency situations. Competitors are allowed to call lockmasters for locking purposes only. Competitors are allowed to use smartphones for global maps, weather, power generation, tidal charts, notes, etc., however using smart phones during competition to log into daily tournament blogs or participate in social media is not permitted.
- (vi) A designated tournament official must be granted access to the competitor's boat at any time during the official practice or competition days. Failure to grant such access may result in immediate disqualification.
- (vii) Each competitor agrees to report to the Tournament Director immediately any violation or infraction of any tournament rules. Failure to report violations, suggestions to another competitor that they violate these rules or false verification of weigh-in forms may be cause for disqualification. Official protests must be filed in accordance with Rule 1. All parties of interest will be provided a copy.

By signature on the official tournament entry form, each competitor agrees to submit to a truth verification test and abide by its conclusion should he/she be accused of any rule violation. The B.A.S.S. Tournament Director, rules committee, or such person designated by the Tournament Director, shall have the discretion to

determine the need for a truth verification test. Failure of a truth verification examination is not appealable. The B.A.S.S. Tournament Director or his/her designee shall be responsible for selecting an independent expert to administer and interpret the results and establishing, in consultation with the expert administrator, the scope of the questions which may be asked during the test. The B.A.S.S. Tournament Director or his/her designee shall have sole responsibility selecting the location, date, and time of the test nearest B.A.S.S. headquarters with respect to all concerned parties schedule and travel cost. The competitor shall make himself/herself available at the location selected by the Tournament Director and shall cooperate in all respects with such test. Anglers taking a truth verification test may be responsible for any and all costs incurred. Random truth verifications tests may be administered on site during the course of a Bassmaster Opens Series event.

#### 4. REGISTRATION/Check-In:

Each competitor must register in person with official B.A.S.S. staff at the time and place designated in the schedule of events. Failure to register/check-in in person during the prescribed hours may result in a \$100 fine. Any competitor, who has not contacted the B.A.S.S. Tournament Staff 15 minutes after the closing of the posted on-site registration period, may be disqualified from participating in the tournament. It shall be each competitor's responsibility to either check the schedule of events for registration/check-in time and location or obtain times from the B.A.S.S. Tournament Department.

#### 5. SAFETY:

(i) Safe boat conduct must be observed at all times by competitors. During the official practice and competition, each competitor must wear a Coast Guardapproved chest-type life preserver anytime the combustion engine is running. This preserver must be strapped, snapped or zippered securely, and maintained in that condition until the combustion engine is shut off. Inflatable life vest indicators should be checked daily. Violation of this rule may be reason for disqualification. Inflatable PFDs are allowed as long as U.S. Coast Guard regulations are met. The Coast Guard requires that inflatable PFDs must be worn at all times unless there is an equal number of noninflatable Coast Guard approved PFDs on board.

It is suggested the Pro competitor have a safety check with the Co-angler each day prior to launch to familiarize the location of all safety equipment.

It is recommended each contestant successfully complete a boating safety course. Boating safety certification, or a "grandfathered" exception, may be required in certain states. Boating safety courses are available online and should carry an endorsement by the National Association of State Boating Law Administrators or NASBLA.

(ii) When boating in low-visibility situations i.e. fog, heavy rain, during both practice and competition, competitors must operate their boats at a safe speed and in a safe manner as determined by tournament officials.

- (iii) Radar units permanently mounted in the boat, subject to approval by B.A.S.S., may be approved for competition.
- (iv) Tournament officials have the right to delay, shorten or cancel any part of an official tournament day because of bad weather or other factors that would endanger the safety of the competitors. Tournament waters may also be restricted at any time because of bad weather. Weather delays on full-field days, resulting in half of the tournament day being lost (first flight take-off and check in), shall result in cancellation. Full fields may be carried over to cut days.
- (v) B.A.S.S. reserves the right to impose boat speed limits during any or all tournaments. Whether or not to impose a speed limit, the area covered by the speed limit, and/or the actual speed limit imposed, shall be left exclusively to the discretion of the Tournament Director.
- (vi) IN THE EVENT OF AN EMERGENCY SITUATION, COMPETITORS SHOULD CALL 911 FIRST AND THEN NOTIFY TOURNAMENT OFFICIALS AS SOON AS POSSIBLE.
- (vii) COMPETITORS ARE ALLOWED TO LEAVE THE BOAT AND SEEK SAFE SHELTER IN BAD WEATHER WHERE DANGER MAY BE IMMINENT.

#### 6. SPORTSMANSHIP:

Competitors in B.A.S.S. 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.

- (i) Use of alcohol or drugs (other than those purchased over-the-counter or prescribed by a licensed physician) by any competitor, during the official practice or during the tournament, will not be tolerated and shall be cause for automatic disqualification from this and all future B.A.S.S. tournaments. No alcoholic beverages or prohibited drugs shall be allowed in the boats during the official practice or competition days, or when in the weigh-in area.
- (ii) Maximum courtesy must be practiced at all times, especially with regard to boating and angling in the vicinity of noncompetitors who may be on tournament waters. Any act of a competitor, which reflects unfavorably upon efforts to promote fisheries conservation, clean waters and courtesy, may be reason for disqualification.
- (iii) All competitors are bound by the prevailing statutes and regulations of the various states in which they fish. Some regulations may differ from these rules resulting in fines, citations or other penalties at the discretion of law enforcement and may or may not result in tournament penalties. Competitors are responsible for research of fishing and boating regulations.
- (iv) In both official practice and competition, competitors are required to have all licenses and permits required on the tournament waters in which they fish.

#### 7. ANGLER CODE OF CONDUCT:

Anglers participating in any B.A.S.S.-sanctioned event shall observe this code of conduct and the applicable rules for the specific event in which they are participating. Anglers shall, at all times, conduct themselves in a professional manner that demonstrates integrity, honor and respect toward fellow competitors, tournament staff and the general public and does not reflect unfavorably on B.A.S.S., its members, officers or representatives, tournaments or sponsors.

Anglers are frequently in the public eye and are considered role models by young people; therefore, it is imperative that tournament competitors demonstrate good sportsmanship in fishing. Sportsmanship is defined as fair play, respect for opponents and polite behavior while competing in the sport.

- (i) Following are examples of unacceptable behavior by competitors in B.A.S.S. events that will be cause for penalties as outlined in this document.
  - Heated public disagreements with B.A.S.S. officials, other competitors and fans and volunteers during an event.
  - Public attacks through media, including social media, upon the integrity of B.A.S.S. rules or officials.
  - Public comments that an angler knows, or should reasonably know, will harm the reputation of B.A.S.S., B.A.S.S. officials or its sponsors
  - Displays of anger and displeasure for reasons related to fishing competition where members of the public, including other anglers, spectators and the media, are present.
  - Publicly questioning or criticizing a tournament official or official decision, ruling or penalty except through the proper channels.
  - Abuse (physical, verbal, threatening or slanderous) of tournament officials, volunteers, fellow competitors or others connected with a B.A.S.S. event including comments on social media.
  - Offensive or slanderous comments with racial, cultural or sexual overtones regarding event officials, event personnel or fellow anglers.
  - Intentionally interfering with a fellow angler's ability to compete.

Any disqualification, suspension or other disciplinary action imposed by any tournament or fishing organization may result in disqualification from competition and rejection of an application for participation in a B.A.S.S. tournament.

(ii) Chemical substance addiction or abuse, conviction of a felony or crimes involving moral turpitude, may be grounds for disqualification from competition and for rejecting any application for participation.

Any angler who violates any of the provisions of the Sportsmanship Rules or the Angler Code of Conduct may be subject to fines, reduction of points, forfeiture of tournament

winnings, suspension from competing in individual B.A.S.S. sanctioned events, permanent ban from competition or any combination thereof deemed appropriate by B.A.S.S.

#### **8. TACKLE AND EQUIPMENT:**

Use of landing nets and grippers for landing bass is prohibited during tournament competition. During practice and competition no more than one artificial or biodegradable artificial lure may be attached to a line at one time. One lure is defined as a single manmade device designed to attract and/or catch one fish at a time. Adding trailer hooks, plastic trailers, blades, etc., to a single lure is acceptable. If multiple fish are caught on a single manmade lure, on a single cast, all fish are considered legal and may be added to the daily catch subject to scoring rules (C17). No "live bait," "dead bait," or "prepared bait" will be permitted during official practice and competition, with the exception of pork strips or rinds. Any umbrella-type rigging, harness or other device designed to hold more than one lure at a time – with or without hooks – is not allowed. Such rigging, harness or device cannot be added to a single lure as described above.

Twin-arm spinnerbaits, twin arm-underspins and twin-arm buzzbaits are allowed. Trailer hooks and plastic trailers of twin-arm baits must be on the main hook of the bait; only spinner blades can be affixed to the arms. The head on the main stem may be hinged. On these twin arm baits, no more than two wires, with a maximum length of 6 inches, may extend off the main arm or body of the lure at the head or line tie point. The bend of the main hook must be even with or trail behind where blades attach to the wires. B.A.S.S. officials have the sole authority to determine whether a lure is considered a single lure as defined above.

Only ONE casting, spin casting or spinning rod (10-foot maximum length from butt of handle to rod tip) and reel may be used at any one time. A hung or snagged lure that is not in or on the water is not considered in use and may be set aside while another is in use. Other rigs, as specified above, may be in the boat ready for use; however, only ONE is permitted in use at any given time. If a competitor breaks his line while setting the hook or retrieving a fish, they are allowed to make an attempt with the rod being used or with his hands to secure the visible line and land the fish for it to be counted as legal. They may NOT hook the line with another lure, rod and reel or other device. The use of braid or other line to attach one stinger hook (single or treble) is allowed but cannot be over two inches in length.

No competitor may intentionally snag or foul-hook a bass to be counted in his daily catch. Anyone guilty of intentionally snatching or snagging visible fish will have his catch disqualified. When visually fishing for bedding bass, to be counted as a legal fish, each bass must be hooked inside the mouth and must be verified by the assigned partner or other observer before being unhooked. With the fish's mouth closed naturally, you must not be able to see where the hook point enters the fish for it to be considered hooked inside the mouth. Any fish hooked in the mouth where the hook did not enter through the mouth, but entered through the gills must be released.

Competitors, including those who have been "cut" from competition in an event, are allowed to share baits and tackle with one another at any time.

#### 9. HORSEPOWER REGULATIONS:

Maximum horsepower for all outboard motorboats used in official tournament practice and in tournament competition will be 250 horsepower. Horsepower cannot exceed the limitations set by the U.S. Coast Guard. When required, each boat must have a U.S. Coast Guard horsepower-rating plate attached to the boat by the manufacturer. The horsepower of the outboard engine must NOT exceed the rating specified on this plate nor the horsepower maximum set by B.A.S.S. 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 reason to suspect the horsepower is in excess of the rating. Normal maintenance of engines is allowed. Changing or altering standard factory parts of a competitor's engine to increase the horsepower over the factory horsepower rating, is forbidden and will result in disqualification. Falsifying information on entry forms, or altering the horsepower-rating numbers on the engine, is also cause for immediate disgualification from B.A.S.S. tournaments. Posted speed limits and those imposed by B.A.S.S. must be observed and all boats must be operated in a safe manner. Violations of speed limits shall result in loss of competition hours and not limited to disqualification.

10. BOAT AND MOTOR: These restrictions apply during official practice and competition. For the safety of all competitors, all boats must be equipped with an approved type of operable ignition kill switch and lanyard. Only one manufacturer's lanyard may be used and must be attached to the driver's body any time the combustion engine is operating and in gear. Any time the combustion engine is operating and in gear there must be a driver in the driver's seat in full control of the boat. Fishing boats that are 16 feet or more in length may be used and must be equipped with wheel steering. No other steering device will be permitted. Any raised platforms or decks cannot be higher than the gunnels of the boat. Trolling motor brackets and electronics are not considered "raised platforms" Standing on the outboard engine or seats while fishing is not allowed. An electric trolling motor may be used for slow maneuvering. However, trolling as a method of fishing is prohibited. The "Long-Lining" or "Strolling" technique is NOT allowed in either practice or competition and defined as intentionally using a trolling motor or outboard to mechanically extend a cast. No exceptions. Only gas tanks that are installed by the boat manufacturer are allowed. No portable gas tanks or containers capable of holding gasoline can be placed anywhere on the tournament waters or shoreline for use by any tournament competitor. No "barges" or similar craft will be permitted. Jet drive engines and tunnel hull boats are not allowed during both official practice and competition. Any boat/hull designs other than standard mass-produced units are only allowed at the discretion of tournament officials.

## 11. BASIC BOAT EQUIPMENT:

**During official practice and competition**, every boat must have all required Coast Guard safety equipment and a functional bilge pump. **During official competition**, every boat must have livewell space, properly aerated, to adequately maintain alive, a limit catch of bass by both competitors using the boat. B.A.S.S. recommends livewells be maintained at full level and aerators/re-circulators on manual. Tournament officials

shall have the sole responsibility for determining whether aeration and capacity is proper and adequate.

Pro competitors must make a back seat available for co-anglers each competition day.

#### **12. BOAT IDENTIFICATION:**

Prior to each day's start, each boat **must** be given an inspection check by a tournament official. Each day, each boat may be given a number, which **must** remain with the boat. This number must be displayed upon the request of tournament officials, and at each check-in.

#### 13. BOAT OPERATION AND EXPENSE:

**During competition**, in pro-am type events, pros will fish from the front deck, coanglers from the rear deck, NO EXCEPTIONS. **During both practice and competition**, Co-anglers are **only** allowed to drive (outboard motor) the pro's boat in emergency situations with the exception of loading and unloading from trailers. **During official practice**, co-anglers not practicing with a pro competitor, may practice, drive, and fish from the front deck of the boat. **During official practice**, co-anglers practicing with pro anglers are allowed to fish from the front deck and operate trolling motor.

Any pro that, in the judgment of the officials, operates the boat in such a manner as to unfairly handicap their co-angler partner, shall be disqualified. At no time may a pro competitor request that the co-angler competitor not fish. In view of the large expense involved in operating and maintaining a tournament bass boat, it is suggested that the co-angler partner share, at minimum, the cost of gas and oil for the competition day. In B.A.S.S. events where observers replace co-anglers as the official rider, observers cannot assist the pro in any way. Observers are not required to help with gas and oil expenses.

#### 14. PERMITTED FISHING LOCATIONS:

Tournament waters shall be established by the Tournament Director for each tournament. Each competitor must obtain this information from the B.A.S.S. Tournament Department. Any water within these boundaries that are legally and obviously posted "Off-Limits" or "No Fishing," as well as the live-bass-release area established by the Tournament Director, will be off-limits to tournament competitors and will be announced at the Tournament Briefing. Only that water open to all public fishing will be considered tournament waters. Waters deemed off-limits by authorities or tournament officials should be treated like a wall. No boats or casting behind that boundary while fishing. All angling must be done from the boat. In states where landowners have the legal authority to claim private property, these areas must be posted or they will be considered tournament waters unless instructed otherwise by tournament officials at any time during the event. If forced to leave, a competitor must report the incident to tournament officials as soon as possible. Any water to which a competitor is barred access becomes off-limits to all competitors.

Prior to 8 a.m. local time the day before the tournament is scheduled to begin, any questionable areas must be brought to the attention of tournament officials to be considered tournament waters. Questionable areas will be off limits until a determination can be made with authorities and may be announced in the briefing or via text for all to know unless determined otherwise by tournament officials.

Tournament officials reserve the right to restrict or enhance tournament waters based on conversations with local authorities. Competitors are not allowed to cut, remove, displace, or engage in any type structure removal from private property (dry land) during off limits, official practice or competition. Moving structure to include sawing of logs or other obstructions in the water is only allowed if laws permit. No competitor may place any object that may impede or cause danger to boaters.

#### 15. COMPETITORS MUST REMAIN IN BOAT:

During the competition days, competitors must not depart the boat to land fish or to make the boat more accessible to fishing waters. You are not allowed to use a winch, pulley, come along, cable, rope, or similar device/tools to gain access to tournament waters. Competitors may not shift a majority of their weight outside the boat and onto a dock or other object outside the boat for the purpose of landing a bass or accessing a fishing spot. A bass that cannot be landed without the angler leaving the boat or shifting his weight outside the boat must be released immediately. While keeping the majority of weight in the boat anglers are allowed for boat protection to push or shove off objects while landing a fish to be counted as legal. Competitors are allowed to leave the boat to retrieve a lure. All fishing by that competitor must cease until the competitor is back in the boat. Only then may another cast be made.

Boats must remain in tournament waters during tournament days. Competitors must leave from and return to official checkpoints by boat. Anglers must remain in the boat at all times except in case of dire emergency or with permission from the Tournament Director. Exceptions are spelled out in rules 5, 15, and 18. In such an emergency or with permission from the Tournament Director, competitors may be removed from their boat to either a boat operated by other competitors or a rescue boat designated by the tournament director. Partners must remain together at all times, in sight of their catch, under the conditions cited above, in order for their catch of that day to be scored in the tournament with the following exception. In breakdown situations and with a tournament official's permission, Co-anglers may transfer their boat's (Pro's and Co-angler's) fish to another competitor's boat and ride to check in, and they may leave their Pro with the disabled boat. In such cases, the co-angler must stay with their catches at all times and assisting boat's partners should verify the catch. Any angler whose boat is disabled and rides with another competitor or rescue boat to weigh in is not allowed to fish. In the event of a needed restroom break or refueling situation at a marina gas pump, partners are allowed to leave the boat; however, in that event, all fishing must cease until partners are back together in the boat. If a competitor violates any of the above conditions (without contacting a tournament official by phone or other means or to report an emergency or breakdown), competitors must cease fishing at this point, and their catch must be verified by a tournament official in order to be counted in the tournament. If after the emergency situation is resolved by tournament officials and enough time is left for the competitor to resume fishing, a restart will be allowed, and the competitor will continue and their catch will be counted. This applies only to dire emergency situations as determined by the Tournament Director or his designee. Towing boats on trailers during tournament hours is prohibited, except by the direction of tournament officials.

# 16. OFFICIAL CHECKPOINTS:

There shall be only one official check point for check-out in the morning, and one official check-in point in the afternoon, which points shall be designated at the tournament briefing. Failure to go through boat check and check-out in the morning or failure to check-in at the check-in point in the afternoon may result in disqualification. At the time of check-out, all competitors and their boats shall be in full conformity with all rules set forth by the Tournament Director. At check-in, all boats shall identify themselves by means of the numbers described in Rule 12 and proceed immediately to the designated weigh-in area. Partners must stay together, through the weigh-in process if both competitors are weighing bass. Once bass are bagged for weigh-in, anglers that are not weighing bass do not need to accompany their partner through the weigh-in process.

#### 17. SCORING:

Tournament standings, contingency awards and final winners shall be determined by the pound-and-ounce weight of each competitor's catch during the competition days of the tournament. Only Largemouth, Smallmouth, Spotted, Redeve or Shoal bass will be weighed. The Pro limit shall be 5, Co-angler limit shall be 3, of the above species and varieties per day, unless otherwise specified by tournament officials (example – hot weather/fish care concerns). At no time shall a competitor have in his or her possession more than the tournament limit. If a competitor determines they have over the limit they must immediately reduce his catch to the tournament limit with a live bass of their choice from their catch. Each returned bass will result in a 2-pound penalty to be deducted from their daily score. In this case, competitors must attempt to notify tournament officials and if unsuccessful must notify officials at check in. Once a competitor checks in they must present all legal bass to tournament officials at the verification table. If competitors at the verification table have more than the tournament limit, the competitor will reduce with live bass to the tournament limit and each returned bass will result in a 2-pound penalty to be deducted from their daily score. If a competitor has his fish verified, weighed and upon returning to the boat discovers additional fish over the tournament limit that were not presented to officials; he then must notify tournament officials within one hour of final flight check in to receive a 2pound penalty for each bass discovered will be imposed. Failure to notify officials after one hour of final flight check-in time will result in loss of day's catch.

Anglers who present fish at the verification table with fin clips attached will be assessed a 4-ounce penalty per clip. Manmade or foreign object(s) connected to a bass, outside of natural causes, will not be weighed and shall be removed by tournament officials. Competitors are not allowed to replace anything attached to a bass or regurgitated by a bass to be included as part of their catch.

. The official length for bass shall be determined by the Tournament Director and announced at the Tournament Briefing. In most cases it will be the longest state limit covering the tournament waters. Only bass as described above which measure the official length or more on the longest straight line, shall be weighed. Bass presented for weigh-in, which fail to measure the official length, shall result in a penalty of 1 pound for each such bass, which penalty shall be deducted from the total score of the competitor. Any bass that appears to have been mangled, mashed, mauled or otherwise altered will be weighed and credited only at the discretion of tournament officials. After competitors check in at the official checkpoint they MUST present all LEGAL fish in their possession to a tournament official to be counted, measured and weighed. Once a competitor's

catch is measured, counted and verified by a tournament official, that competitor may not return to the boat until their catch has been weighed and recorded. Bass must not be stringered at any time during the tournament. Specially designed bags which increase survival rate will be furnished by the Tournament Director and must be used for the weigh-in.

## **18. CATCH AND RELEASE:**

**CULLING OF DEAD BASS IS PROHIBITED.** For each legal dead bass presented to weigh-in officials, the competitor shall be penalized 4 ounces to be deducted from their daily score. Competitors are allowed to ice a dead fish that is part of their daily catch. The Tournament Director, or his/her designees, shall have sole authority for assessing penalty points. In addition, the Tournament Director, or his/her designees, may reduce tournament hours or tournament limits for fish care purposes. It is suggested in warm weather tournaments anglers keep extra ice for fish care. Contestants are allowed to purchase ice on the water; however, they are not allowed to receive ice from noncontestants. Upon mutual consent of both pro and co-angler paired together, for fish care concerns, the verification table will open one hour prior to check in time of the first flight. Anglers may be allowed to weigh-in early with permission from the Tournament Director. SMALL DIP NETS FOR CULLING PURPOSES ARE ENCOURAGED. It is recommended competitors keep all bass in livewells during the culling process. Placing bass on the boat carpet during culling is not advised. Only nonpenetrating culling clips and culling beams are allowed for use. Any clip or device that penetrates or is designed to penetrate the skin or mouth of a fish is not allowed. Proper fizzing technique is suggested when needed. For instructions on acceptable fizzing practices please contact tournament officials.

#### 19. LATE PENALTY:

Competitors who are not at the official check-in point, as described in Rule 16, at the appointed time, shall be penalized at the rate of one pound per minute late; to be deducted from the total weight of his/her catch that day, including any weight to be counted toward a "big bass award". Any competitor more than 15 minutes late shall lose all credit for that day's catch, including "points" credit under Rule 20. There shall be no excuse for tardiness, and in no case, shall a competitor be allowed to make up "lost time." After proper recognition at the check-in point, competitors will be allowed ample time to proceed to the weigh-in site; however, all fishing must cease upon check-in. After the tournament begins, fishing the tournament waters is prohibited except during tournament hours. Exact starting and check-in times will be announced at the Tournament Briefing. It is each competitor's responsibility to confirm check-in times each day on the daily pairings.

## 20. Bassmaster Opens Series TWO HUNDRED POINT SYSTEM:

Bassmaster Opens events will be based on a 200 points system regardless of field size. The winner of each event will receive 200 points, second 199 points, until points run out.

Competitors must weigh a legal bass during competition to receive points. In the case where one or more competitors do not weigh a legal bass, points will end at the place of competitors weighing legal bass.

Year end points tiebreakers will be broken by total weight from full-field days including any AOY championship. In the event these tiebreakers do not determine AOY Championship, tournament officials shall schedule a fish off between the tied anglers.

#### 21. TIES:

In case of a tie for first place weight in the Pro division at the end of the tournament, there will be a sudden-death fish-off between the tied competitors, under the direction and special rules established by tournament officials.

All other ties will be resolved in the following order: (1) individual with heaviest single day catch during competition; (2) if the tie is not broken, the next tiebreaker will be the individual with the second heaviest single day catch during competition; (3) if the tie is not broken, the next tiebreaker will be the individual with the largest number of legal fish weighed during competition; (4) if the tie is not broken, the next tiebreaker will be the individual with the largest number of legal live fish weighed during competition. If the tie is not broken by applying the foregoing procedures, the tie will remain a tie, and monetary prizes for each competitor will be awarded in an equal amount between the tied competitors. Angler of the Year points will be awarded for the place of the tied position and each competitor will be awarded equal points. In the instance where merchandise is involved, it will be awarded as determined by tournament officials. In the Co-angler division, should a tie for first place occur after using all the tiebreaker policies, a sudden-death fish-off will be arranged between the tied competitors, under the direction and special rules established by tournament officials. Ties for any cut in the Pro and Co-angler division will be resolved in the same order explained above and if the tie is not broken, will be awarded as determined by tournament officials.

#### 22. PAIRING OF COMPETITORS:

Two competitors will be assigned to each boat. Pros may be paired with pros, and share time. Announcement of your first-day fishing partner will be made at the Tournament Briefing, which must be attended, except with permission from the Tournament Director, by each competitor. It will be the responsibility of each partner to appear at a mutually agreed upon location, with sufficient time remaining to check out at the official checkpoint and start on time. Tournament officials shall have no responsibility for finding missing partners. The Tournament Director, at his/her sole discretion, may reassign partners prior to the morning take-off. It is suggested that a minimum of 30 minutes is required for preparation to depart to the check-out point. When two competitors check out at the beginning of the day, they must stay together and within sight of each other and each other's catch, throughout the day, until the fish are bagged for weigh-in, except in case of dire emergency or exceptions (see Rule 15, 16 & 18). A competitor must not allow any bass caught by them to be counted on the score of another competitor. In such a case, both competitors shall be disqualified from this tournament and from all future tournaments conducted by B.A.S.S.

#### 23. RULES VIOLATIONS AND APPEALS COMMITTEE:

An appeals committee will be established by B.A.S.S., which shall be comprised of one B.A.S.S. employee not affiliated with the Tournament Department, and two anglers who are not competitors in the event in question. Appeals for penalties assessed under Rule 1 (b), (c), (d), (e) & (f) must be presented in writing 48 hours from the time and date of ruling to the Tournament Director. Appeals hearings shall take place within seven (7) business days, if possible, from the date of receipt of the written appeal. All parties must make themselves available at prescribed time of hearing. If competitors admit to a rules violation, they may not file an appeal of either the finding that they have violated the rules or the penalty imposed for the violation. Decisions of the appeals committee shall be final.

Competitors are allowed to compete while under appeal. Field sizes after cuts would include any appealing angler making the cut for the next round of competition for that event. Final standings will not be official until all appeals hearings are final and ruled upon. However, all standings above that of any appealing angler, as well as any adjusted final standings may be declared official. Standings, including points and monetary awards, may be adjusted after appeals final ruling and all affected anglers shall comply with all details of the final ruling.

The three-member ruling committee should remain confidential within the immediate appeals process.

#### 24. PATCHES AND/OR SIGNAGE:

Anglers are encouraged to wear their own clothing which may bear patches, logos and other signage promoting the angler's sponsors. B.A.S.S. may, however, restrict the use of patches, logos, signage, etc. that promote or advertise products which are, in B.A.S.S.' sole judgment, in competition with the products or services of official B.A.S.S. sponsors, or which are, in B.A.S.S.' sole judgment, in poor taste. B.A.S.S. will provide as much advance notice as possible to the competitors in such instances. By signing this document, each pro agrees to wear an official B.A.S.S. shield (minimum 2 1/4" X 2 3/4") on either left/right chest, with the top of the shield hitting the left/right collarbone during competition, including the weigh-in. This B.A.S.S. shield must be printed or embroidered. Co-anglers agree to wear a B.A.S.S. shield on their hat or front of their garment during competition, including the weigh-in. In addition, if B.A.S.S. provides any ancillary clothing or products (such as life vests) bearing the logos of B.A.S.S. or the official sponsors of B.A.S.S., each competitor shall wear such clothing or utilize such products in a manner requested by B.A.S.S.

#### 25. B.A.S.S. SPONSOR BOATS:

When using B.A.S.S. sponsor boats, anglers are responsible for the physical care of the boat. Damage incurred, determined to be excessive or wanton by the Tournament Director, shall result in the angler being responsible for all costs of repair.

#### **26. TAXES:**

Where and when state laws require income taxes be paid on cash awards to nonresidents, the taxes will be automatically deducted prior to the awards being presented to the winners. Competitors are responsible for all applicable taxes on both cash and merchandise awards. Various states require withholding tax on merchandise be paid upon the awarding of certificates and anglers awarded merchandise certificates in these states are responsible for remitting their tax to B.A.S.S. Failure to meet those obligations may result in reduction of points, fines, and/or disqualification from all future B.A.S.S. events.

### 27. WAIVER AND RELEASE:

As a condition of participation in each tournament, each competitor must execute a waiver and release of liability, and a name and likeness release.

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