



# Gene Cloud Memorial Spearfishing Tournament Rules

## July 10, 2021

Location: Bradenton Yacht Club

### RULES / REGULATIONS / SIGN UP CAPTAINS MEETING

- This tournament is a one-day event and is open to spearfishing only.
- This tournament is open to SCUBA divers and Free-divers alike.
- All SCUBA divers in this tournament must be properly trained and have obtained Certification from a recognized SCUBA Certification Agency. All divers agree to stay within the safe dive limits of their Certification.
- All entrants must have their entry fees paid in full by the end of the Captains meeting.
- Tournament officials reserve the right to deny registration to any registrant at their discretion.
- Calcutta entry fee is \$100 and consists of four (4) species of fish, Gag and Red Grouper, Hogfish and Mangrove Snapper. Payout shall be 1st pays 50%, 2nd pays 25% and 3rd pays 10% with the Club receiving 15%.
- The Captains meeting will be held Friday, July 9th 2021 at 6:00pm at the Bradenton Yacht Club located at 4307 13th St W, Palmetto, FL 34221 .
- All shooters are encouraged to attend; however, at least **1 registered member from each team MUST attend** to receive their free Tournament shirts, and to finalize registration.
- Failure of at least one team member to attend the Captain's meeting **in its entirety** will result in disqualification of said team. There will be no reimbursement of tournament entry fees. **NO EXCEPTIONS.**
- The tournament will start on Saturday, July 10<sup>th</sup>, 2021 at 12:01 am. (No rain date)
- Absolutely no fish may be harvested prior to 12:01 am on Saturday, July 10th!
- Weigh-in line will open at 4:00 pm and will close PROMPTLY at 6:00 pm. **NO EXCEPTIONS**
- **All entrants weighing in fish must be in the weigh-in line by 6:00 pm on July 10<sup>th</sup>, 2021. NO EXCEPTIONS!**
- The Tournament clock is the official time.
- All tournament fish must be harvested from the inshore, nearshore and offshore waters off the West Coast of Florida including the Gulf of Mexico, Tampa Bay, the Intracoastal Waterway, Sarasota Bay and other waters off the West Coast of Florida.
- No fish may be harvested in water deeper than **120 feet**.
- No fish may be harvested more than **30 nautical miles** from contiguous (exposed) Florida State land, this includes Barrier Islands.
- All speared fish must be consistent with current local, State of Florida, and Federal Fishing Regulations pertaining to species, size, bag and aggregate limits. It is the responsibility of each entrant to know and understand and follow all rules concerning the harvest of fish species in the Gulf of Mexico, to have the required license(s), and to maintain a safe distance from all "Diver Down Flags" at all times.

- All entrants weighing in fish must have harvested the fish using a spear loaded by his/her own muscle power. Each fish must be harvested by the entrant alone- with no assistance from anyone else until they reach their boat or point of exit. No powerheads or PPDs are allowed to be used to obtain tournament species.
- All fish must be presented to the weighmaster in a condition consistent with harvesting by spear only. No gaff hooks allowed. Any fish that appears to have been harvested in a manner inconsistent with harvest by spear alone will be disqualified.
- Any individuals exchanging fish in order to alter the outcome of the tournament will be disqualified.
- Weighing in undersize fish will result in the entrant's immediate disqualification.
- No firearms may be used as a method of harvest.

### **ANY DEVIATION FROM THE TOURNAMENT RULES MAY RESULT IN AUTOMATIC DISQUALIFICATION**

#### **CASH & PRIZES**

- Cash prizes will be awarded to the 1<sup>st</sup>, 2<sup>nd</sup>, & 3<sup>rd</sup> place heaviest fish in each of the qualifying fish categories.
- In the event of a tie, the shooter that weighed their fish in first will be the winner.
- Winners will receive their prize money within 14 business days after the date of the event.
- Qualifying fish: Gag Grouper, Red Grouper, Hog Snapper, Mangrove Snapper, Flounder, Sheepshead, Lionfish
- **All weighed fish (except Lionfish) must be presented to weighmaster gutted and free of debris**
- There is a \$500 cash prize for the Heaviest Mangrove Snapper Trio.
- There is a \$500 cash prize for the Lady Diver that weighs-in the heaviest qualifying fish.
- There is a \$500 cash prize for the Youth Diver (age 16 and under) that weighs-in the heaviest qualifying fish.
- There is a \$500 cash prize for the Free Diver that weighs-in the heaviest qualifying fish.
- There is a \$500 cash prize for the diver that weighs in the heaviest Shovelnose Lobster.
- There is a \$500 cash prize for the diver that weighs in the heaviest Lionfish.
- There is a \$500 cash prize for the boat/team with the most total Lionfish. (This is the only "Team" event)
- **ALL LIONFISH ARE TO BE PRESENTED TO THE WEIGHMASTER IN WHOLE CONDITION (NOT GUTTED)**
- **All weighed fish (except Lionfish) must be presented to weighmaster gutted and free of debris**
- All fish must be presented to the weighmaster by the harvester of said fish.
- No entrant may weigh in two fish of the same species. (Only one fish per shooter per species)
- No individual can win more than 1 prize in any fish category.
- Weigh in shall begin at 2:00 PM and shall end once everyone in the weigh in line by 6:00 pm has completed his/her weigh in. **All entrants must be in the weigh in line by 6:00 pm to be eligible for prizes. NO EXCEPTIONS**
- It is the participant's responsibility to verify his/ her fish entry with the weighmaster's recording. Once the participant signs the weigh in sheet, he / she cannot challenge or protest the recorded weight.
- If a cash prize is won by an entrant under the age of 18, the prize will be given to the parent or legal guardian.
- **In the event that an entrant's boat becomes disabled, all participants and catch of said boat may be brought in to the weigh-in by another boat as long as all other rules have been observed. All entrants must still be in the weigh in line by 6:00 pm on Saturday July 10th, 2021 to be eligible for tournament prizes. NO EXCEPTIONS**
- All payouts of any cash and/or prizes to any entrant in any division **may be subject to the results of a Polygraph.** Decisions and interpretations of the polygraph as it relates to the rules will be made by the Tournament Committee and will be final. Determination of any rules violations or decisions on any protests will be made by majority vote of the Tournament Committee. Prize checks will be sent within 14 business days after Tournament

#### **DISQUALIFICATION**

A tournament participant may be disqualified from the tournament and therefore forfeit all cash or prize winnings for any of the following actions:

- Infraction of the 2020 Gene Cloud Memorial Spearfishing Tournament rules or any Federal Fishing Laws or any Florida State Fish and Game Laws.
- Unsafe or careless behavior or unsportsmanlike conduct during ANY tournament related activities
- Failure to comply with any protest investigation
- Failure to abide by any of the final decisions made by the tournament rules committee.
- Immediate disqualification will apply for any individual/s who are deemed uncooperative with an investigation of rules violation. This may include, but is not limited to, at the request of the Tournament Committee, the presentation to the committee of an entrant's dive computers, and GPS/Plotter information from the tournament day or days prior.

### **Protests**

All payouts of any cash and/or prizes to any entrant in any division may be subject to the results of a Polygraph.

Any entrant who believes another entrant has violated a Tournament rule(s) may register a dispute claim with the Tournament committee. All dispute claims will be handled in the following manner:

- The claimant will put their dispute in writing and it must be signed by the team Captain on the day of the Tournament
- The Tournament Committee will review the claim
- The Tournament Committee will discuss the claim with the disputee
- The Tournament Committee will report their findings and opinion to the claimant
- If the issue is resolved no additional action will be taken by the Tournament Committee
- If the claimant still believes there was a violation, the claimant may request that the accused offender submit to a Polygraph test
- The cost of the Polygraph Test (\$300.00) will be borne by the claimant in advance of the test
- Determination of any rule violation or decisions on any protests will be made by majority vote of the Tournament Committee after reviewing the results of the Polygraph Test
- If the committee decides there was a violation, the Committee will reimburse the claimant for the Polygraph Test fee and the accused will forfeit all winnings and will be barred from all future Gene Cloud Memorial Spearfishing Tournaments. In this case the standings for that division will be revised and the prize money for any affected shooters will be adjusted/distributed accordingly to their new standing.
- If the committee decides there was NO violation the claimant will not be reimbursed for the Polygraph Test.
- All decisions of the Tournament Committee are final.

### **ASSUMPTION OF RISK**

I voluntarily assume all risk of injury or death, damage to others, theft of personal property, or that which may arise from activities and rules set forth in this agreement, even when such is caused solely or in part by negligence of others.

I affirm and acknowledge and am fully aware and informed of the inherent hazards and risks associated with SCUBA diving, freediving, snorkeling and any and all spearfishing and associated activities. I understand that the dangers and risks of Diving may cause me to suffer the "Bends / Decompression Sickness" and Breath Hold /lung overexpansion injuries. I fully understand that these risks can lead to severe injury and even loss of life. I expressly exclude my rights to hold anyone other than myself responsible for any injuries incurred during any activity involved with this tournament.

I also understand that participation in any manner or capacity in the Gene Cloud Memorial Spearfishing Tournament may put me in a position or at a site that is remote from a recompression chamber and competent medical assistance. Additionally, I understand that there are risks associated with Dive travel, including but not limited to the possible injury or loss of life as a result of a dive boat accident, as well as travel associated with the activities of Scuba and

freediving/snorkeling/spearfishing. Despite the potential hazards and dangers, I wish to proceed and I freely accept and expressly assume all risk, danger and hazards that may arise from these aforementioned activities.

#### **PHOTO WAIVER**

In further consideration of the acceptance of my application for entry in the "Gene Cloud Memorial Spearfishing Tournament" I hereby grant full permission to the "Gene Cloud Memorial Spearfishing Tournament" committee members and or agents authorized by the promoters to use, reproduce, copy, license or sell photographs, videotapes and any other record of the "Gene Cloud Memorial Spearfishing Tournament" events, including my name, likeness and or voice for any purpose.

#### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of being allowed to participate in the Gene Cloud Memorial Spearfishing Tournament, as well as using any facilities associated in any manner with the "Tournament", I hereby agree as follows:

- All entrants and guests of the tournament are participating at their own risk. In no way is Suncoast Aqua Ventures, The Bradenton Yacht Club and its Board of Directors and Officers and Members, or The Gene Cloud Memorial Spearfishing Tournament Committee and its Board of Directors and Officers or Tournament Committee Members liable for injuries or property damage as a result of participation in the tournament.
- To waive and release any and all claims based upon negligence, active or passive, that I may have in the future against any of the following named persons or entities; Suncoast Aqua Ventures, The Bradenton Yacht Club and its Board of Directors and Officers and Members, and the Gene Cloud Memorial Spearfishing Tournament, its officers, volunteers, members, representatives and agents from liability and responsibility whatsoever, for any claims or causes or actions that my estate, heirs, executors or assigns may have for personal injury, property damage or wrongful death arising from any form of participation in the Gene Cloud Memorial Spearfishing Tournament.
- By executing this agreement, I agree to hold the releases harmless for any injury or loss of life which may occur to me during the course of the Gene Cloud Memorial Spearfishing Tournament.
- By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than as set forth in this agreement.
- If any provision, section, subsection, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this agreement shall be construed as though the unenforceable portion had never been contained in this document.

I hereby declare that I am of legal age and am competent to sign this agreement and if not, my parent or legal guardian shall sign on my behalf. My parent or legal guardian has read, understands, and accepts all the terms of this agreement.

I have read and understand and accept all the terms of this agreement and I assume all risk associated with scuba diving, freediving, snorkeling and spearfishing.