

# PKA Competition Rules and Waiver

The terms and conditions presented in this document apply between Professional Kayak Anglers LLC ("PKA") and those persons registering for and participating in PKA competitive Events, hereafter known as the competitor ("Competitor"). "Events" include all events hosted and sponsored by PKA. The pronouns "he," "him," "himself," and "his" herein are used as generic, gender-neutral terms and do not restrict or confirm access based on sex.

Each Professional Kayak Anglers LLC ("PKA") Challenge, Tournament, or "Competition" is a CPR (Catch-Photo-Release) contest for all fish species. Competition constitutes each Competitor catching his own fish in places, during times, and by procedures permitted in all pertinent rules and regulations, digitally photographing them according to the standards described herein, and submitting the lengths and photographs for verification. The participating angler ("Competitor") agrees to read, understand, and comply with all PKA Competition Rules. Failure to comply will result in a penalty, which may range from points deductions to submission denial or disqualification.

For each Event, the PKA Event Coordinator, and/or Tournament or Series Director ("TD") will be identified on the PKA Event Page. The Tournament or Series Director has responsibility for interpretation and enforcement of the PKA Competition Rules and may amplify or clarify them to make them more relevant or complete. There will be no formal dispute process. If there is an issue the Admins and Moderators of PKA will discuss in private, decide collectively, and the decision will be final. If a competitor shows poor sportsmanship in any realm (online, in person, etc.) upon the decision made, it will be under the Admin/Moderator(s) discretion to disqualify him from said event, future events, or PKA altogether. Unsportsmanlike conduct is up to the discretion of the admin/moderators.

## 1. Participation and Eligibility

A. Memberships – A PKA Membership on the TMS App is required to fish any PKA event.

B. Professional Fishing Guides may register and compete in Events but may not guide for monetary gain while they are competing.

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

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

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

Di. Administrator Event Participation— An Administrator/Director of PKA may enter any PKA event that they are not directly responsible for. They shall not have any involvement in scoring or judging any entries for that event.

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

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

F. Competitor's Right to Cancel — Any competitor wishing to cancel an Event Registration may do so by submitting a request to one of the admin/moderators of PKA by email. Refunds will be given if the request is submitted within 24 hours of the event's start time. If a refund is requested within 24 hours of start time, it will be under the admin/moderator(s) sole discretion. You will be refunded the post-PayPal fee of your entry fee.

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

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

G. Pre-Tournament Check-in — No check-in required for online tournaments. In-person tournaments may or may not require an in-person check-in. Refer to individual in-person tournament rules pages for reference.

H. Captains Meeting Participation — There may or may not be a captain's meeting the night before online events start. There may or may not be a captain's meeting at in person events. Mandatory participation and location will be posted to that specific set of tournament rules if required and will be communicated in advance through the described platforms. It is the Competitors responsibility to ensure they attend a captain's meeting, should it be conducted.

## 2. Fish Eligibility

A. Species—Fish species to be summited will be determined by each tournament/series administered or director.

B. Length—There is no minimum or maximum length a fish can be measured unless that specific PKA tournament specifies a minimum or maximum.

C. Condition—Fish must be hooked in the mouth or jaw. It may not appear to have snagged, snatched, or hooked only in the body or a fin. If hooked in the mouth, a second hook that snags a gill plate, fin, or body is considered incidental and does not eliminate that fish. Fish must appear to be alive. If a fish appears to be dead, mutilated, frozen, mangled, or otherwise damaged, or it appears to have been mashed, mauled, or otherwise altered, the photo can be denied.

D. Caudal (Tail) Fin— any part of the tail must be touching the board. The farthest part of the fish's tail fin is what will be scored. The tail fin may be pinched to get maximum length; however, you cannot actively pinch the tail fin while taking the photo. The fish must be lying by itself unaltered by your person during the photo. A hand or strap may be used to hold the fish still, but it cannot appear to be used to extend the fish in any fashion. If an Admin/Moderator feels you manipulated the fish in any fashion it will be denied. If an Admin/Moderator feels you did not attempt to achieve maximum length on an under-slot limit fish – that fish will be denied. Maximum length must be attempted to be achieved on under slot size fish.

E. Eye—The fish's left eye must be visible in the photo. Violation will result in denial of the photo.

F. Measuring Fish —All fish must be measured right side down left eye up for consistency. Some species of fish may be required to be measured in a different manner in order to protect the fish. This is at the discretion of the tournament director.

G. By agreeing to the rules at check out on the TMS I indemnify PKA and all its administrators and associates from any damage or injuries I may occur during any of their events. I understand I am putting myself at my own risk if I choose to participate in an event hosted by PKA.

### 3. Competition Period

A. Competition start and end dates and times are stated on the Event Page. Competitors may be on the body of water prior to the competition start time but may not drop bait or cast until competition start time.

B. Check-in— each individual tournament will detail if a check in is required.

4. Pre-fishing — Practice in Eligible Water is permitted on the day prior to Tournament / Competition until the time specified in event-specific rules on the PKA Event Page. Pre-fishing can be done in any vessel or by land. If a time is not specified on the tournament page, midnight the night before the launch is the cut off for pre fishing. In the event of a multiday event, there is no pre fishing between days.

### 5. Competition Area

A. Competitive fishing is allowed only on publicly accessible waters within the geographic area designated on the Event Page as "Eligible Water." Photos of fish caught outside of eligible water boundaries will be denied. A launch that requires payment, but is accessible by anyone in the public, is a legal launch zone. If a membership to a club is required to launch, that is not a legal launch zone.

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

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

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

E. Fish caught in eligible water while wading or walking on the shore are eligible for submission under the following conditions:

i. Competitor's watercraft must be launched before fishing from it or vacating it to catch and land fish while wading or walking on the shore or an ice field. "Launched" means placing the watercraft in water, occupying it, and going underway.

ii. Competitor must pedal, paddle, or power his watercraft to the fishing location.

iii. Competitor must always remain within sight of his watercraft during competition, and the watercraft must be visible in every fish photo submitted. Any Competitor who goes out of sight of his watercraft for any reason (e.g., restroom break, to seek or render aid, or to report an

emergency) must cease competition fishing and resume it only after coming back in site with the watercraft. Violation will result in disqualification from the Event.

iv. When a rod is not in use while fishing from shore (casting/reeling in), it must remain in contact with the kayak. Use of personal rod holders not attached to the kayak is against the rules and will result in a DQ from the event if caught.

## 6. Cooperation and Assistance

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

B. Within 14 day prior to the Event, a competitor may not fish on Eligible Water with, nor receive expert advice from, a professional fishing guide who receives payment for those services. Violation will result in Competitor's disqualification from the Event.

C. Before and during the event, competitors may (i.) share gear, tackle and equipment, (ii.) assist in photographing a fish for submission, and (iii.) communicate with and fish in proximity to other people, including other Competitors vessels (except Professional Fishing Guides, as stipulated in Rule 6.B., above); however, Competitors may not receive assistance in catching fish that are photographed and submitted for scoring, including boat positioning, casting, retrieving, hooking, playing, or landing a fish. Violation will result in Competitor's disqualification from the Event.

D. Competitors may tie off to one another vessels after acquiring a location to fish. Competitors may only tie off to one another if they are spot locked or anchor fishing. Competitors may not drift, drag, or be moving while fishing while tied off. Competitors may not tow each other to fishing locations. If a competitor needs to be towed, the competitor being towed and the competitor doing the towing may not register a fish until they have ported on land and re-launched under their own power. You may not have fishing lines in the water while being towed or towing. You may not tow, port, and re-launch to gain an advantage. Towing is to only be used in emergency situations, not to obtain a competitive advantage.

## 7. Fishing Tackle, Equipment, and Methods

A. All fish submitted for score must be caught live by the Competitor who submits them for scoring using only equipment and legal methods that comply with all sport fishing statutes and regulations of the states and body of water in which they are taken. Competitors are responsible for research of and compliance with all applicable fishing and boating regulations. Snatching or snagging fish is not permitted.

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

C. Acceptable measuring boards include any commercially produced board. Boards may not be altered in any way unless pre-approved by the administrator or director. No measuring tapes will be allowed. Individual tournaments may require a specific board for use in that tournament. Tournament Director's may require a board inspection at check in or at anytime during the tournament.

D. Competitors may not share measuring boards unless otherwise stated in the tournament specific rules.

E. A break of the measuring board's fence may be mended for use if the repair is rigid, flat and at a right angle to the measuring surface. The mended measuring board must be submitted to the Tournament or Series Director for inspection.

F. Each competitor must use a mobile phone with a camera or a digital camera or video camera capable of producing still photos with a memory card and/or download cable to submit digital photographs. When a competitor's smart phone becomes inoperable or is lost.

G. All forms of lures or baits are allowed as long as all state and local laws are adhered to. A tournament director may add limits to types of bait/lures allowed in individual tournaments.

H. There is no Rod Limit, you must abide by your state's applicable law unless the tournament specifies otherwise. If a kayak angler has banked his vessel, he may use the max number of rods his state allows; however, kayak anglers competing in kayak specific events must use the kayak as the rod holder.

I. Nets and grippers (e.g., Fish Grip, Boga-Grip) may be used for landing fish during tournament competition, grippers are advised to be used throughout the photo for the fishes and your safety. But be sure the grips do not prevent visual access of the fish touching the bump of the measuring board. Stringers or other contraptions that are threaded through a fish's gills are not permitted for constraining of fish for measurement / other purposes during participation in an event.

Violation will result in denial or disqualification of the photo.

J. If a competitor breaks his line while setting the hook or retrieving a fish, he can make an attempt with the rod being used or by hand to secure the line and land the fish to be counted as legal. He may NOT hook the line with another lure, rod and reel, or other device. If a competitor loses

his rod and reel while landing a fish, he MAY use another rod and reel to retrieve the lost outfit. If after retrieval, the fish is still hooked, it may be landed, photographed, and submitted as a legal fish. Violation will result in disqualification from the Event.

## 8. Watercraft & Propulsion

A. Watercraft acceptable for use in a PKA Competition are those manufactured and marketed as canoes, kayaks, or SUPs for which paddling is the primary means of propulsion. Any other watercraft must be submitted to PKA Administration for review and approval prior to use in competition.

The following watercraft may not be used in competition for kayak only events:

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

B. Kayak propulsion is restricted to paddle, pedal, pole, electric motor. There is no limit on the number of motors one can possess on their kayak at one time.

C. All modifications and additions to kayaks are allowed unless they compromise the safety of the watercraft. It is under Admin/Moderator(s) discretion what is deemed safe. This is non-disputable.

D. Towing, transport, or relocation assistance from another watercraft, including “mother shipping,” is NOT permitted except in cases of emergency, as when pulling a kayak from a danger zone or restricted area. Once the emergency has ended, the Competitor may resume fishing.

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

F. Tandem Kayaks / 2-person Approved Watercraft: Tandem (2 person) kayaks may be approved for certain tournaments through prior request to PKA administration, permission may or may not be granted after review of the request.

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

A. Unique—Each digital photo submitted in each Event must be of a different fish. Subsequent digital photos of the same fish submitted by the same Competitor in an Event will be denied and repeat offences may lead to disqualification if deemed intentional. You can submit as many photos in a single entry as the TMS allows; however, judgement will be placed on a single photo. The judgement will be based on the best or least penalized photo. Video evidence is to supplement a photo, video evidence does not guarantee fish acceptance. Each photo must be an original, completely unaltered photo. You may not adjust the contrast, coloring, add effects, crop, etc. after the photo is taken. Take this into account when night fishing, you may want to adjust your settings prior to taking a photo to ensure the photo is legible at all judging points.

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

- i. Verify the correct Identifier Form and Event ID Code. The inability of the judge to verify will result in denial of photo.
- ii. Verify the fish's condition. Violation will result in denial of photo.
- iii. Verify the fish's length. The judge will score fish at the greatest length of which he is certain.
- iv. Verify whether the jaw or lip, or the nose of the fish is in contact with the measuring board fence. The inability of the judge to verify will result in a penalty of 1 inch or judge discretion based on distance from fence.
- v. Except where covered by hands, fingers, or identifier, the entire fish, from its mouth/jaw to the tip of its caudal (tail) fin, must be visible in photos. If either end is covered or cropped off, the photo will be denied.
- vi. Identifiers may be laid on the catfish but cannot cover the entire visible portion of the circumference of the fish.
- vii. No fish may have a stringer attached to it during the photo.

viii. Make sure the photo is legible within the TMS. The judges will not use any software other than the TMS to judge fish. If the fish is not clearly judgeable and meets all judging standards on the TMS, then the fish will be disqualified or be subject to a length penalty pending the infraction.

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

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

E. Identifiable—The PKA Identifier positioned above, below, besides, or on the fish is deemed legal. A hand-drawn form is permissible.

F. Background—Competitor's watercraft should be clearly visible and identifiable in the photograph. Violation will result in denial of photo. If a picture is taken with a fish outside of the kayak, an identifiable part of the kayak must be visible (such as a decal, the name of the kayak, identifiable writing on your kayak, etc.)

G. You may be in contact with the fish during the photo if your contact does not:

a. increase the max length of the fish. Or

b. decrease length in the event of a slot style tournament

H. Mouth

i. nose or jaw of fish must be in contact with the measuring board fence (bump board, upright), and the fence must be clearly visible and identifiable in the photo. Violation will result in either a penalty of length or complete denial of the photo. If the fish appears not to be bumped against the board it can result in a length reduction. If the bump is completely not visible the entire fish will be denied.

ii. A closed, or open mouth is fine for measurement.

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

## 10. Scoring

A. Fish length is determined by its caudal fin (tail fin) touching or crossing the manufacturer's quarter-inch mark (e.g., ridges, grooves, manufacturer drawn marking) on the measuring board. If it falls short of a 1/4-inch factory mark, the length is rounded down to the next lower 1/4-inch mark that the fish caudal fin actually touches or crosses. In reviewing photographs, judges will visualize as accurately as possible where a 1/4-inch factory mark would be if it extended the full width of a board and use that imaginary line to determine a fish's length. In slot tournaments a slot fish may not touch the line of the designated slot measurement. Once the slot measurement is touched by a fish it is then considered an over slot fish. Example – in a 30-inch slot tournament a caudal fin lies between 30.00 and 30.25. That fish will be counted as a 30.00 over slot fish. Slot fish may not be submitted at their slot limit. Example – a caudal fin just barely touches the 30.00-inch line – that fish is over slot because it has touched the slot line. All slot fish must be visibly under their slot limit and submitted at max a quarter inch under the slot limit. Example – all slot fish submitted in a 30-inch slot tournament will be 29.75 inches up to, but not including the 30.00-inch line, or smaller. Visible space should be present between the extended portion of the tail and the marked line of the slot limit, if no space exists the fish will be adjudicated as 'Over Slot'. Visible space will be judged based on the level of detail observable from the photo uploaded to the TMS.

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

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

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

E. In the event of a tie in score, the tied competitors' longest (highest-scoring) fish are compared, and the tie breaks in favor of the competitor with the longest (highest-scoring) fish. If the longest fish are equal, the second-longest fish are compared and determine which competitor wins the tie. If the second-longest are identical, the process repeats for each of the remaining fish. If all the tied competitors' highest scoring fish are identical, then the amount of money that would have been won for those spots will be split amongst the anglers evenly. Example - 2 anglers

have perfect scores and place 1st and 2nd in a slot limit tournament, the prize pool allotted to first and second place would be combined and split between the anglers.

F. The tournament director will determine how soon you need to submit fish to the leader board after their time stamp. If no determination is made – PKA standard is all fish must be submitted by the end time of said event. Fishing in areas with poor reception is a risk an angler can take at his discretion. Lack of service is not an excuse to not submit fish on time.

G. It is the competitor's responsibility to make every attempt in their power for a fish caught in legal competition time to be submitted by the final cut off time or their required time. Fish will not be accepted after the cut off time except when due diligence by the angler has been made to make all other competitors and admin/moderators aware of their situation. Discretion of due diligence is up to the Admins/Moderators. In which case it will not be guaranteed your fish will be accepted if submitted late, but has a much higher likelihood of being accepted as your due diligence is clearly being completed, and all parties have access to your problem in real time and are aware of what your current standing in the tournament should be.

#### 11. Penalties

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

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

B. Following a review of evidence, a determination by the PKA Tournament or Series Director and/or Chief Operations Officer of cheating or conviction of fraud will result in permanent revocation of PKA Membership, suspension from all Kayak fish Fishing competition and PKA-affiliated Events, and series, and revocation of all PKA Social Media privileges. The findings will be published on PKA website and social media accounts.

C. Competitor acknowledges that (i.) the use of polygraph tests may be necessary to verify compliance with rules and to settle disputes and (ii.) entry constitutes acceptance of this requirement and agreement to abide by its conclusion. Refusal by a Competitor to submit to a polygraph test is grounds for immediate disqualification from the PKA Event and prohibition against future participation in any PKA-affiliated Event. Results of a polygraph test will not be the sole determining factor in an PKA Management Review of a Competitor's eligibility for awards and qualification for future participation but may be one of several factors considered in such review.

D. PKA Tournament or Series Director or Chief Operations Officer shall

- i. Have the discretion to determine the need for a Polygraph examination.
- ii. Be responsible for (i.) selecting an independent expert to administer the polygraph test, (ii.) establishing, in consultation with the expert administrator, the scope of the questions that may be asked during the test examination, and (iii.) interpreting the results.
- iii. Have sole responsibility selecting the location, date, and time of the test nearest PKA headquarters with respect to all concerned parties schedule and travel cost.

E. The Competitor shall:

- i. Make himself available at the location selected by the Tournament or Series Director or Chief Operations Officer.
- ii. Cooperate in all respects with such a test.

F. Competitors may be selected at random to undergo polygraph examinations during or following PKA competitive Events.

#### 12. Awarding of Prizes

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

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

C. Product prizes (e.g., kayaks, paddles, propulsion units) may require additional processing or delivery time. This allows competitors some flexibility in the selection of model, color, or style. Product selection may be limited to specific features and models.,

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

14. Sale of Prizes — No prizes won participating in PKA Events may be advertised or promoted for sale on PKA Facebook pages. Violation of this rule may result in ineligibility for all future events and forfeiture of qualification status upon admin/moderator discretion.

#### 15. Safety

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

B. PFD Usage — PFD must be worn at all times while actively engaged in competition, every other vessel and event type your PFD rules are those in which the state you are competing in require. Except as described below (Rule 15.C. PFD Wear Exceptions), Competitor must wear a fastened USCG-certified vest-style PFD (inherent flotation or inflatable) or float jacket. A belt-style PFD, even one that deploys as a vest, is not permitted during Competition. When an infraction, as described above, is verified by the Tournament Director, the Competitor is disqualified from participation in the Event.

C. PFD Wear Exceptions — Competitor assumes responsibility for all consequences of removing his PFD.

Competitor may briefly remove his PFD while afloat (anchored or adrift) in order to change, add or remove articles of clothing: i. The watercraft is not underway; and ii. Weather and water conditions permit one to do so safely; and when finished changing his attire, Competitor must immediately put the PFD back on before going underway or engaging in any other competition-related activity.

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

E. In the event of weather emergencies that pose an imminent threat to Competitors, the Tournament or Series Director may terminate Competition before the scheduled end-of-competition time. An Early Termination Announcement with an adjusted end-of-competition time will be broadcast to Competitors via email and group text messaging and will also be posted on the TMS site and social media sites. The Announcement will also specify an adjusted report-in time and location. If safe to do so, upon receiving the Announcement, the Competitor should make his way to the specified location at that time. The competitor is required to stop fishing as soon as he receives the Early Termination Announcement. No photos of fish caught after the adjusted end-of-competition time may be submitted for scoring; however, to accommodate those seeking shelter immediately, Competitor has up to 15 minutes after the Adjusted End Time to submit a photo of any catfish caught before the adjusted end-of-competition time/photo submission deadline. Admin/Moderator discretion will also be used here depending on the severity of the weather and delay.

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

G. Use of alcohol or drugs (other than those purchased over the counter for valid medicinal purposes or prescribed by a licensed physician) by any Competitor during an Event will not be tolerated and will be cause for automatic disqualification from this and all future PKA tournaments. No alcoholic beverages or other non-prescription stimulants or depressants shall be allowed in watercraft during competition days. Chemical substance addiction or abuse, conviction of a felony or other crimes involving moral turpitude, or other conduct reflecting unfavorably upon efforts to promote safety, sportsmanship, fair competition, and compliance with tournament rules, shall be grounds for rejecting any application for participation and/or for disqualification after circumstances are reviewed by PKA's Chief Operations Officer. Any disqualification, suspension from, or other disciplinary action regarding any tournament or fishing organization, shall be grounds for rejecting any application for participation in a PKA tournament, and/or disqualification from a PKA tournament, after circumstances are reviewed by the PKA Chief Operations Officer. \*\*Cigarettes and Cigars may be consumed while on the water if your state allows you to consume those items on your water; however, if a competitor is in your area and requests you to cease smoke – you must immediately put out your cigarette or cigar regardless how much is left.

Regardless of state law no smoking of any kind will be allowed at awards or in-person related events hosted by PKA unless there is a specific smoking area designated and authorized by PKA. Failure to comply with this rule may result in forfeiture of prizes, reward money, disqualification from event(s), and removal from future events held by PKA.

H. Fishing at Night – adhere to your state laws and regulations regarding lights, flags, safety, and registration regulation laws.

16. Competitor Conduct — Competitors participating in any PKA sanctioned event must observe the applicable rules for the Competition and must always conduct themselves in a manner that reflects favorably on the sport of kayak fishing, PKA, its members, officers or representatives,

tournaments or sponsors. Competitors are expected to follow high standards of sportsmanship, courtesy, integrity, safety, and conservation in support of the sport of kayak fishing, especially when in the vicinity of non-competitors who may be on or beside Eligible Water. Any Competitor who violates these principles, intentionally violates PKA Competition Rules or regulations (attempts to commit fraud) or behaves in ways that reflect unfavorably on PKA efforts to promote fisheries conservation, clean waters and courtesy, may forfeit tournament winnings, face suspension from future PKA sanctioned events, be permanently banned from competition, or any combination thereof deemed appropriate by PKA.

17. Disputes and Appeals – these do not exist if there is an issue competitor(s) may consult with an Admin/Moderator within a reasonable time during or after the event. The Admin/Moderator(s) hold full discretion over every decision made. Admin/Moderator(s) also hold the right to make a decision that may contradict any rule in this rule book if they feel the situation warrants said decision to be made, and within practicable reason.

#### 18. Public Comments

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

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

C. Publicly disputing a judge's ruling or any dispute or appeal decision by an PKA Tournament Director, Series Director or PKA Executive will result in participant receiving a punishment determined by the admins/moderators that could be and not limited to disqualification of fish, disqualification from tournament, lifetime ban.

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

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

#### 21. Waivers and Releases

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

B. Waiver and Release of Liability — As a condition of participation in a Competition, and by virtue of registering for the Competition, each Competitor agrees to accept the terms and condition of the Professional Kayak Anglers LLC Waiver and Release of Liability Agreement (below). This Agreement absolves PKA, its officers, staff, and volunteers from responsibility and threat of litigation in the case of injury, loss, or death sustained by a Competitor in the Event. Registrants under the age of 18 must have their waiver/release form signed by the parent or adult guardian who will accompany them throughout the competition. A signed copy of the Professional Kayak Anglers LLC Waiver and Release Form (below) must be on file with Professional Kayak Anglers LLC for each calendar year of participation.

X

Participant's Name (Print)

Participant's Signature

Date of Signing