

# FISHING TOURNAMENT REGULATIONS

Embracing best-practices has never been more important in helping protect the health of the Kissimmee Chain fishery for today's anglers and the generations to come, and ensuring the reputation and respect by recreational anglers of both Guy Harvey Outpost Resorts and Camp Mack. In this regard, the following tournament fishing regulations are established to govern all fishing tournaments hosted by Camp Mack, a Guy Harvey Lodge, Marina & RV Resort.

### **Article 1: Tournament Registration**

- **1.01 General.** For the protection of our local ecosystem and fishery all fishing tournaments staged out of Camp Mack, a Guy Harvey Lodge, Marina & RV Resort (the "Property") must include the tournament practices and regulations enumerated herein (the Property Regulations").
- **1.02 Incorporation of Property Regulations.** The Property Regulations shall be incorporated by the sponsor or promoter of any individual tournament (the "Tournament Director") into the rules and regulations for any individual fishing tournament (a "Tournament").
- **1.03 Responsibility for Participants.** The Tournament Director shall be responsible for the compliance of the Tournament and all anglers participating in the tournament (a "Participant") with the Property Regulations.

### **Article 2. Tournament Reservations**

- **2.01 Reservation Request.** Prior to the promotion of any tournament at the Property, the Tournament Director shall request a reservation of the Property for a prospective Tournament, including delivery of the following:
  - **2.01.1** Name. Name of the Tournament event.
  - **2.01.2 Schedule.** The dates and times of Tournament activities.
  - **2.01.3** Angler Entries. The Tournament Director's estimate of Participants and boats.
  - **Tournament Rules.** A copy of regulations and rules governing the proposed tournament (the "Tournament Rules").
  - **2.01.5 Liability Waiver.** A duly executed liability waiver from the Tournament Director in favor of the Property, on a form provided by the Property.
  - **2.01.6 Procedures.** A written statement of all Tournament procedures for the Tournament, including release procedures as provided in <u>Article 5</u>, that are in addition to those herein, all of which are incorporated by reference under any Confirmation Notice as provided in <u>Section 2.02</u> below.

- **2.01.7 Award Provisions**. A statement regarding the amount, if any, of any financial award to Participants
- **2.01.8 Charitable Affiliation.** If applicable, the recipient name, contact information and description of any Tournament proceeds or other consideration to be donated to any entity by the Tournament.

#### 2.02 Reservation Confirmation.

- **2.02.1** Approval. A Reservation Request is subject to approval of the Property, determined at its sole discretion.
- 2.02.2 Confirmation Notice/Acceptance. The Property shall issue a confirmation notice to the Tournament Director including all material terms and conditions relating to the Tournament's use of the Property. The Property has no obligation of any kind to a Tournament Director or Tournament until the Confirmation Notice is accepted by the Tournament Director in writing.
- 2.02.3 Complimentary Room Credits. At time of Confirmation Notice, a booking code will be established for reservation of a guestroom, cabin or RV pad by any Tournament Participant, guest or non-participant. Subject to the booking code being used at the time of booking, the Tournament Director, on behalf of the Tournament, shall receive one (1) credit for any guestroom, cabin or house so booked. For every twelve (12) credits recognized by the Property, the Tournament shall receive one (1) complimentary lodge guestroom with parking, to be assigned by the Property to any party of the Tournament Director's choosing.
- **2.03 Documentation.** Prior to the start of a tournament the Tournament Director shall have delivered the following to the Property:
  - **2.03.1 Angler Registration.** A copy of the registration for any angler participating in the tournament (a "Participant").
  - **2.03.2 Liability Waiver.** For each Participant, a liability waiver executed in the form provided by the Property to the Tournament Director in his Reservation Confirmation
  - **2.03.3 Valid License.** For each Participant, a valid Florida fishing license.
- **2.04 Payment of Costs.** All expenses associated with the use and rent of the Property as established in the Reservation Confirmation shall be paid prior to start of the Tournament.
- **2.05 Right to Terminate.** The Property shall have the right to terminate a Tournament's use of the Property at any time for failure by the Tournament Director or any Participant, as determined by the Property in its sole discretion, to adhere to these Property Regulations. Any such action by the Property shall give the Property the right to disqualify the Tournament, Tournament Director or Participant from any future reservation or use of the Property for fishing tournament purposes.

## Article 3: Safety

**3.01 General.** Safe boat conduct must be observed at all times by Participants. The Property shall have the right to disqualify any Participant if the Property deems a Participant has

- **3.02 Risk of Injury**. Participants are aware he/she/they are participating in a physical activity in the sport of fishing that may be dangerous and can cause injury. These activities may involve severe cardiovascular stress and possible violent contact. Participants understand and acknowledge the activities involve certain risks including, but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and/or serious injury to virtually all bones, joints, muscles and internal organs, and property damage. Although particular Rules, equipment, and personal discipline may reduce the risks associated with participating in the Event, the risk of serious injury does exist and cannot be completely eliminated. Safe boat conduct must be observed at all times by Participants.
- 3.03 Immediately Disqualifying Activities. At any time during the Tournament, in the event of any failure of a Participant to comply with the below provisions as determined by the Property at its sole discretion, the Property shall have the right to cause any or all of the following actions: (a) immediately terminate the Tournament, (b) immediately cause the Tournament Director to disqualify and expel the Participant from the Tournament, (c) revoke and refuse Participants use of the Property for the duration of the Tournament and (d) deny any future use of the Property by the Tournament or Tournament Director.
  - **3.03.1 Prohibited Substances.** During Tournament event hours no alcoholic beverages or drugs (other than those purchased over-the-counter or prescribed by a licensed physician) are to be consumed by Participants or allowed in Participants' boat until the final hourly weigh-in is complete and/or polygraph examinations (if applicable for the Tournament) are complete.
  - **3.03.2** Firearms. No firearms will be allowed in any Participant's boat during tournament hours.
- 3.04 Other Disqualifying Activities. At any time during a Tournament, in the event the Property, in its reasonable discretion, determines a Participant to be in violation of the below provisions, the Property shall notify the Tournament Director of the violation and name of the offending Participant. If a single day Tournament schedule, the Tournament Director shall cause the Participant to be immediately disqualified. If a multiple day Tournament schedule, the offending Participant shall have until the start of the next following day of fishing to remedy the violation to the reasonable satisfaction of the Tournament Director, and if not so remedied, the Property shall have the right to cause the Tournament Director to disqualify and expel the Participant from the Tournament

### 3.04.1 Safety Equipment

- **3.04.1.1 Kill Switch.** All boats must be equipped with some type of emergency ignition cutoff device (kill switch) on any remote steered outboard while main engine is in use. Ignition cut-off device (kill switch) must operate properly, which means when the kill switch is activated the outboard main engine must stop running immediately. The ignition cut-off device (kill switch) must be attached to the boat operator at all times while the outboard main engine is in use.
- **3.04.1.2 USCG Equipment.** U.S. Coast Guard approved life jackets are required for each person on board a boat during competition. Life jackets must be worn and strapped, snapped, or zippered securely, and maintained in that condition until the combustion engine is out of gear or shut off. All boats shall have USCG safety equipment in proper working order, including navigation lights, signaling device and anchor.

#### Article 4 Sportsmanship and Conservation

**4.01 General.** The favorable public reputation of the sport of fishing, sustainable fishing, the Property, its staff, sponsors, partners and officials is of paramount importance. Accordingly sportsmanship, courtesy, safety and bass conservation are required by every Tournament and from every Participant. In the event of any act by a Participant that compromises the integrity of the sport, or the reputation of the Property or violation of the sections herein below, the Property shall have the right to any or all of the following: (a) immediately terminate the Tournament, (b) cause the Tournament Director to immediately disqualify and

expel the Participant from the Tournament, (c) revoke and refuse Participants use of the Property for the duration of the Tournament and (d) deny any future use of the Property by the Tournament or Tournament Director.

- **4.01.2** Live Wells. All boats must be equipped with a properly operating live well system.
- **4.01.3 Electronic Communication**. During the official competition days of the Tournament, a competitor may not use a CB radio, a VHF marine-band radio, a cellular phone, or any other type of communication device, for the purpose of locating or catching fish. Participants are permitted to transmit by radio, telephone, or any other type of communication device, only in the event of an emergency. If so equipped, Participants may listen to the marine-band weather information.
- **4.01.4 Brush Piles.** Unless allowed under the rules of any individual tournament, Participants are expressly prohibited from fishing on any man-made structures ("Brush Piles") placed by the Participant or other anywhere in tournament waters.
- **4.01.5 Courtesy.** Participants shall act in a courteous manner at all times during a Tournament, especially with regard to Property staff, guests and all non-participants.

### Article 5. Weigh In and Fish Release Procedures

- **5.01 General.** At no time during a Tournament are Participants permitted to release fish into the oxbow canal. For all Tournaments, the Tournament Director shall establish procedures for all fish to be returned to deep water in healthy condition. The release procedures for a Tournament shall be established in writing by the Tournament Director and distributed to each Participant prior to the start of a Tournament, with a copy delivered to the Property.
- **Release Boat.** All tournaments conducting on-site weigh-in events shall be required to rent and use the Camp Mack Release Boat (the "Release Boat") for each tournament weigh-in day. Camp crew will transport all fish to deep water for release. The rental fee of the Release Boat is \$75.00/day, covering the use and all operating costs during any daily weigh-in, increased from time-to-time at the sole discretion of the Property.
- **5.03 On-Site Weigh-In.** Tournament weigh-in is to occur exclusively at the fish weight-in stage, provided free of charge and equipped with water troughs and air hoses to keep fish healthy during weigh-in processing and a PA system. Weigh-in are not allowed elsewhere on the Property.
- 5.04 Violations. In the event any Tournament format provides for "on-water" weigh in and self-release and or the Property determines that any fish are or have been self-released dead or in an unhealthy condition the Property shall have the right to any of the following: (a) immediately terminate the Tournament, (b) immediately disqualify and expel the Participant from the Tournament, (c) revoke and refuse Participants use of the Property for the duration of the Tournament and (d) deny any future use of the Property by the Tournament or Tournament Director.