

**Singular Official Rules Document for Participation in the 2018 Team Open taking place in Hopedale, LA April 20-21, 2018.**

- In signing this agreement, I hereby agree to be bound by and comply with all tournament rules, payment schedules, late fines and regulations. I expressly assume all risks associated with the tournament series and I hereby release Headturners3, LLC, the Elite Series, the Elite Redfish Series, the Atlas All Star Tour, the Check It Stik Team Open Tour, its parent, affiliated and subsidiary companies, the owners, Alan Patrick Malone of Nederland Texas and or William Fowler of Arab Alabama, the hosts, sponsors and or tournament officials, staff and volunteers or anyone else associated with Headturners3, LLC. in any event it produces and I participate in from all claims of death, injury and or property damage incurred by me, an immediate or extended family member and or anyone representing myself or my estate or any one on my behalf in connection with my participation in any Headturners3, LLC. tournament, event and or any activity I willingly participate in during the 2018 tournament season.

**Printed Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Boaters Insurance.**

- I certify that I now have or will obtain prior to competing in any Headturners3, LLC. official practice period and or tournament days of competition a boat owners liability insurance policy (including coverage for third party property damage and bodily injury) with no "tournament exclusion," having a minimum limit of \$300,000 per occurrence listing myself as insured on any boat I use during any Headturners3, LLC produced or operated event. The insurance must be issued by a reputable insurer rated A or better by A.M. Best and Company and at Headturners3, LLC request, I will provide satisfactory evidence of said insurance.

**Content Rights.**

Headturners3, LLC. holds the content rights to any and all fishing tournaments and or events it produces, owns and operates. However, Headturners3, LLC. grants certain exceptions, including the following rights and restrictions, to each participant remaining in good standing with Headturners3, LLC. for which they are competing, including but not limited to the Atlas All Star Tour, the Check It Stik Team Open Tour, the Atlas All Star Tour Open qualifiers, etc..

All images both still and video shot by anyone including marshals or contracted cameraman taken during competition belong to Headturners3, LLC. and is the property of Headturners3, LLC.. Competitors in any Headturners3, LLC. tournament may not post still and/or video images shot during competition, even if shot by contracted cameraman or tour marshals or images including video or images shot with angler's own phone or camera without the express consent of the Headturners3, LLC.

- Competitor(s) may not post on water updates or other tournament images, video or content directly to their social networks while tournament is underway without express consent from Headturners3, LLC.
- Competitor(s) may post still and video images, shot during practice periods, for promotional purposes on social media.
- Competitor(s) are encouraged to send photos, videos and on the water updates to Headturners3, LLC. officials for exposure on tour website and social media pages.
- Competitor(s) may not solicit from any video production crew member, marshal or staff member of Headturners3, LLC. for individual purchase, loan or gifting of video or still images shot at any Headturners3, LLC. event.
- Competitor(s) may request usage of portions of the video and still images shot at a Headturners3, LLC. event from Headturners3, LLC. directly.
- In social media, anglers may use the Headturners3, LLC. hashtag established for the event by Headturners3, LLC. prior to the event, I.E. *#MississippiMadness2018* to amplify and spread the post to our broader audience. Headturners3, LLC. reserves the right to revoke these exceptions, and the angler must remove the tournament-related content, if Headturners3, LLC. in its discretion believes the content is inappropriate or in any way violates other Headturners3, LLC. rules.
- Headturners3, LLC. wants to help promote both the competitors brand and the sport of professional red fishing through its multimedia assets. If there are stories written about a competitor or by a competitor appearing on the hosting website such as Elite Redfish Series dot com or any of Headturners3, LLC. social network sites, Headturners3, LLC. grants permission to link to those stories, and any other articles, features and stories hosted on Headturners3, LLC. website or social network sites, from your website or social media pages. Please do credit Headturners3, LLC. anytime content such as pictures, videos, articles or stories are copied from a Headturners3, LLC. website or social network pages.

I hereby agree to waive my rights of privacy or publicity with regard to the programs of Headturners3, LLC. events in which I appear and consent to Headturners3, LLC. (and its parent, affiliated and subsidiary companies, its owners, directors, employees and agents and those acting under their permission or upon their authority), copyrighting, distributing, televising, publishing and using in any way the audio and visual portions of any television videotape, film and photographs or pictures of me or of interviews, scenes or other sequences in which I may be included, and any reproduction thereof, anywhere at any time through any medium or media for advertising, promotion, trade, television programming or other lawful purpose whatsoever; and I shall not be entitled to receive any royalties or other compensation in connection with such use.

**Initial Here** \_\_\_\_\_

### **Tournament Rules and Procedures for Havoc in Hopedale, LA. Check It Stik Team Open April 20-21, 2018.**

I have paid the initial payment(s) to secure my or my team's spot(s) in a Headturners3, LLC. fishing tournament(s) a.k.a. Atlas All Star Tour, Check It Stik Team Open or a Atlas All Star Qualifier event(s) including but not limited to a captain's dinner and meeting, tournament day weigh ins and all other remote locations pertaining to any Headturners3, LLC. event with the company's primary corporate office at 131 Sundown Drive, Arab Alabama 35016 and a remote production office at 3318 Hwy 365 #256, Nederland TX 77627.

Headturners3, LLC. a.k.a. Elite Redfish Series produces professional competitive **FISHING** tournaments in the inshore coastal waters of the United States. Headturners3, LLC. has as it's mission and goal to produce fishing tournaments that are fair to all participants, regardless of equipment or technique differences throughout the industry.

Headturners3, LLC. tournaments will carry specific names and titles, I.E. the All Star Tour, the Team Open Tour, etc. and as such may have some variations in formats or procedures. Headturners3, LLC. produced events has as main goal to produce events where all participants compete on a level playing field under a set of equally enforced rules and procedures without favoritism to any particular angler, group of anglers, technique or equipment.

This tournament participation agreement is made by and between Headturners3, LLC. a.k.a. Elite Redfish Series (producers of competitive fishing tournaments) and any person that fishes a Headturners3, LLC. produced fishing tournament referred to in this agreement as competitors, anglers, participants, etc.

Interpretation of each rule(s) and procedure(s) to follow is left exclusively to Headturners3, LLC. and or Elite Redfish Series tournament officials. Decisions on any rule(s) or procedure(s) violation(s) and the penalties for same are solely the decision of Headturners3, LLC. and Elite Redfish Series officials and as such are final in all matters and are not subject to appeal.

#### **1. Modification of Tournament Rules and Procedures.**

- The rules and procedures for any and all Headturners3, LLC. events may be modified up till the completion of the captain's dinner/meeting taking place the day prior to the first day of competition.

#### **2. Compliance with Applicable Law**

- All anglers participating in a Headturners3, LLC. event are required to follow applicable federal, state and local regulations and laws. Any violation of such regulations and laws and/or other tournament rules may result in a penalty including but not limited to and any combination of the following. Daily weight penalty, dead fish(s) penalty, fishing time penalty, disqualification from a tournament day, disqualification from the entire tournament, points deductions, disqualification from all future series events, or any combination thereof as decided by Headturners3, LLC. officials.

#### **3. Eligibility Requirements.**

- Headturners3, LLC. reserves the right to deny entry to or remove from this series or any event any angler, person, participant and or competitor for any reason the tour and it's officials deem to be a negative influence on the tour and/or sport of competitive redfishing. Anglers failing or failing to take a requested truth detection test from any tournament or tournament trail or being banned from competition by another tournament or trail for similar reasons will not be ineligible to compete in any or all Headturners3, LLC. events.

#### **4. Entry Fee and Credit Card Procedures.**

- All event fees must be paid in full prior to participation by any competitor(s) in a team open event. Failing to do so or having payment method rejected will result in immediate disqualification from the event and loss of all points and awards either received preciously or anticipated. A 10% SVC charge will be applied to any check(s) and the amount for which they were written should they fail to clear when deposited and a electronic payment svc fee will be added to each payment made electronically.

#### **5. Communication.**

- The use of mobile communication devices such as cellular telephones, marine radios, walkie-talkies, CBs, pagers or any electronic device able to communicate any information pertaining to fishing or navigation with anyone outside the field of current Headturners3, LLC. anglers during tournament days is strictly prohibited. Lock information, family emergencies and work related calls may take place as long as no discussions pertaining to fishing information relevant to the tournament or tournament waters at which event is being held on or near is discussed. Anglers can contact anyone at anytime by any means when an safety or distress issue arises. Texting while operating your boat is prohibited.

## 6. Off limits and Information.

- There is no restriction to the number of days or what days of practice a competitor(s) fishing any Headturners3, LLC. Team Open Event may fish. However, as of Monday the week of the tournament competitor(s) **must not**:
- Intentionally seek or make any attempt to receive information pertaining to fishing, navigation, techniques, equipment and/or other information from anyone who is not a paid participant of the Team Open Event taking place that week. This includes but is not limited to personal or 3rd party exchanges of information made in person, by phone, email, texting, private websites and/or forums such as personal Facebook pages of friends and/or acquaintances.
- Hire guides nor experts paid by cash or barter in exchange for any information, including but not limited to lures, techniques, location of fish and/or inquiries navigational in nature.
- Loan a boat with navigational equipment on board that is not removable or that does not have the ability to be disabled to anyone during this period and then use the same boat and/or navigational equipment during practice or tournament days.
- Have on their boat experts, guides or other anglers that could be considered by the tour to be professionals that are not registered and competing in the same event.
- During off limits competitors can practice with sponsors, friends and or family members that are not considered experts or capable of providing significant help in locating or catching redfish, navigation, lure selection and/or fishing techniques to the Headturners3, LLC. competitor(s).
- Some exceptions may apply and will be determined by tour officials on a case by case basis but must be submitted for review prior to off limits to information period beginning or guest rider being on the Headturners3, LLC. pro's boat during off limits.

## 7. Insurance and Registration.

- Current liability insurance and state registration is required for each participant in any Headturners3, LLC. and/or Elite Series event(s); it is the angler's responsibility to maintain this coverage and ensure registration is up to date. Any boat not complying with state, federal and local laws governing equipment requirements, registration numbers, decals and their proper display, cannot be used in competition. If such a boat is placed in competition either intentionally or unknowingly, the angler's catch using that boat for the day(s) it was used will be disqualified regardless of reason.

## 8. Alcoholic Beverages and Drugs.

- Any angler consuming or carrying alcoholic beverages or drugs (other than their own current prescriptions) during tournament hours (which begins when boat checks start and ends at conclusion of weigh in) will be incur penalty(s) as shown in paragraph 1. Anglers that consume any alcohol prior to a requested truth verification test of the day in which the test is being administered will be disqualified from the tournament and forfeit any winnings or expected winnings as well as points for that event.

## 9. Extreme Weather.

- In the case of severe weather the start of any or all days of an Headturners3, LLC. event may be delayed and tournament hours lengthened or shortened at the series official(s) discretion.
- In severe or extreme weather conditions and in an attempt to offer the safest possible launch and return, alternative launch and return location(s) may be instituted. All weather "go or no go" calls will be made solely by series official(s) using the best weather information available to them at the time and location of launch. Should any day(s) of competition be cancelled due to extreme weather or the threat of extreme weather, the remedy for the day(s) cancellation shall be:
- Day 1 canceled, all anglers fish day 2 in a one day shootout to determine order of finish.
- Day 2 canceled, results from day 1 are final.
- Days 1 and 2 canceled in events scheduled for Fri/Sat, Sunday of the same week will be used as a last chance to get the event in. In this last chance scenario all anglers fish Sunday in one day "shootout" to determine place of finish.
- Should no days of a Headturners3, LLC. Team Open event take place, the event shall be rescheduled at a date not closer than 30 days from event's original date. Should no days of a Headturners3, LLC. event take place and also be the last event of the season, rescheduling of the event on a date not closer than 30 days from the originally scheduled date will be the only remedy.

#### 10. Tournament Field and Paybacks and Points.

- Two angler per boat 2 day team tournaments except in case of foul weather (see 9)
- Each team must consist of the same 2 anglers on the boat during any day of competition. If 1 angler has to withdraw during any portion of the tournament, the team **cannot** compete with a backup, alternate nor as a 1 angler team.
- Each Team Open Tour Stop will pay back a Skeeter Boats – Yamaha Outboard – McClain Trailer rig with a approximate retail value of \$60,000.00 for first place. Second - 10<sup>th</sup> place will receive checks based on participation and the advertised full 100 boat field paybacks. If 100 boat field is not reached the first and second place awards (boat/motor/trailer 1<sup>st</sup> and 10,000.00 2<sup>nd</sup>) will still be awarded. 3<sup>rd</sup> - 10<sup>th</sup> will be paid to 1 in 5 teams a total equalling a value equal to a minimum of 100% of all entry fees paid.
- Paybacks for all Headturners3, LLC. Team Open events will be posted on the Elite Redfish Series dot com website in original release of event information. 100 Teams activate full payback of \$95,000.00 with Skeeter/Yamaha/McClain boat/motor trailer rig being the guaranteed first place award. All other spots paid by check.
- Team Open Tour events have no points associated with their open events.

#### 11. Mechanical and Navigational.

- For mechanical reasons only an series approved mechanic may temporarily ride along for the purpose of determining and remedying a mechanical issue, however no information pertaining to fishing and or navigation can be sought for or received pertaining to the tournament waters, lures, techniques or any other tournament related information that could be considered helpful, by series officials to the angler during this time.
- It is the angler's responsibility to notify a series official by phone of a mechanical issue, mechanic's name and duration of time he/she is expected to be on board prior to boarding of an series angler's boat during practice or competition.
- Should an angler have mechanical issue on the final day of a series event, they must borrow, rent or purchase any electronic navigational device from someone still in the field, from an retail dealer with a store front business or a factory representative not competing in the event.
- No electronic navigational equipment with existing weigh points or tracks and without the ability to be disabled is allowed to be loaned to an series angler by a non series angler during any practice or tournament day(s). However, series anglers may use their own navigational equipment on a boat that was borrowed, rented or purchased for or during the competition.

#### 12. Remedies for Break Downs and Returning to Launch.

- Competitor(s) boats experiencing mechanical failure may be towed in by any one.
- Competitor(s) can only board the boat of another competitor fishing the same event.
- Competitor(s) must tag and/or mark and keep separated their fish from any competitor's fish who's boat they board.
- Competitor(s) boarding another competitor(s) boat for any reason will result in the end to both competitor(s) day of fishing.
- One of the team members may board a non competitor's boat while being towed in but the other team angler must stay with the team's fish.
- Competitor(s) needing or receiving any assistance from any one should communicate to a tour official, the boat number(s) of the assisting boat and the time(s) aid was requested, performed, began and completed.

#### 13. Anglers Must Remain in Boat.

- All angling must be conducted from inside the boat.
- Competitor(s) cannot leave the boat to cast to, catch or land a fish.
- Competitor(s) may leave the boat and seek safe shelter in bad weather where danger may be imminent but must continue to follow all tournament rules and procedures during this period.
- Competitor(s) may leave their boat to pull it out of an area where tides have gone out but cannot leave their boat to gain access to any area and must wait on water levels to rise enough to allow entry.
- No jumping berms, dykes, land masses or any other object blocking entrance to any waterway, either man made or natural.

#### 14. Tackle and Techniques.

- Anglers must cast, flip or pitch their lure to the fish they catch.
- Only artificial lures may be used and only artificially produced bait attractants. No live or dead bait allowed.
- Only one rod at a time may be used per angler.
- A cast must be fully retrieved before another cast can be made by the same angler.
- All redfish must be caught alive in a conventional sporting manner and in compliance with all federal, state and local laws.

- No snagging off fish, netting of fish or scooping of distressed surface fish is allowed. No multi lure rigs allowed.
- Trolling as a method of fishing is prohibited.
- Competitor(s) must obey and all local, state and federal laws in regards to boating operation, harassing fish , etc.

#### 15. Acceptable Fishing Locations.

- Competitor(s) may only traverse and or fish only waters commonly known as open for navigation, boating and fishing to the general public equally.
- Competitor(s) nor anyone on their behalf may lift, unlock or pass through gates, chains, booms or other canal or river objects (not including public access lock systems between public waters) during any practice periods or tournament days.
- Competitor(s) must know that even water without obvious vessel restricting objects waters can still be considered non public.
- If a competitor(s) unintentionally discovers him or herself to be on property not commonly known as open for boating and fishing they must leave immediately and not return as well any fish caught during their time on that property must be released immediately.
- If at anytime during recreational boating, scouting, practice and/or during any tournament day(s) a competitor(s) are asked to leave they cannot ever return to that same water even by alternate routes. Regardless of the circumstances or tournament series this took place during.
- Angler(s) returning to the same waters after being asked to leave, even through alternate routes during practice or tournament days will be disqualified from the competition and tour for the remainder of the season.

#### 16. Live Fish and Penalties.

- Competitor(s) may not intentionally attempt to manipulate the weight or length of any redfish.
- A .75 pound penalty will be assessed for each dead fish presented to fish bumper for measuring.
- No culling of dead fish permitted.
- Official tour fish measurer/bumper reserves the right to refuse any red fish deemed to have been altered and/or damaged sufficiently to make determining the exact length of the fish's overall tail non conclusive. Fish with abnormal, severely damaged and/or deformed tails will not be accepted, regardless of fish's length.
- Each fish will be measured with its' head to the left of the measurer/bumper and the tail to the right.
- Angler(s) can take a picture and submit via text to tournament official for ruling during tournament day on a fish's overall condition and whether or not that fish would be approved or denied if presented in the current pictured condition.
- All lures, hooks, jig heads, etc. must be removed from fish prior final weight being recorded. In an attempt to keep the fish alive anglers may wait until the fish has been counted live or dead to remove hook or jig. Failure to notify official and having a fish weighed with a hook, lure, jig or other object in it's mouth may incur a penalty equal to a dead fish penalty.
- Dead fish may be kept separate from live fish but only with water or an ice substitute, i.e. frozen bottles of water, Arctic Ice or similar ice replacement products can be used, no icing allowed of dead fish.
- Re weighs of a limit of fish are only executed by the weigh master (not at the request of any angler) and based solely on his judgment of conditions when the automatic scales render their final, computer controlled weight.
- State allowed size and creel limits will be used at each event. Anglers must not be in possession of an illegally sized or quantity of fish or the waters they are in, regardless of where the fish were caught. may not intentionally attempt to manipulate the weight or length of any redfish.
- It is the angler(s) responsibility to keep control of their fish from their live well till it reaches the stage for weighing, any loss of control and intermixing of any fish with other fish either previously weighed or not will result in that fish not being included in angler(s) total weight.

#### 17. Safety, Boats, Motors and Accessories.

- Safe boating conduct must be observed at all times by all competitor(s).
- During all days of practice, each competitor(s) and any of their guest on board are encouraged to wear a Coast Guard-approved chest type life preserver at any time the combustion engine is in operation.
- During each day of competition both anglers must wear a Coast Guard-approved chest type life preserver any time the combustion engine is in operation. This preserver must be strapped, snapped or zippered securely and maintained in that condition until the combustion engine is out of gear or shut off. Violation of this rule may be reason for penalty and/or disqualification. All competitor(s) must carry two Coast Guard approved chest-type life preservers per boat. During

- Only a traditional and common style single engine outboard motor powered boat is allowed to be used in official practice or competition.
- No air boats, pump driven, extended shaft mud type engines or boats with more than 1 outboard engine is allowed for practice or competition.
- All boats used in competition must be equipped with and be connected to angler an ignition kill switch anytime combustion engine is on.
- Additional fuel may be carried only in factory installed (built-in) fuel tanks. No portable fuel containers allowed.
- 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.

#### 18. Sportsmanship.

- It is prohibited to enter fish in a saltwater or freshwater fishing tournament that have had the length or weight altered, were taken unlawfully, or are fraudulently misrepresented.
- Competitor(s) are bound by and are responsible for the research of legal fishing and boating procedures and regulations, including but not limited to proper registrations of vessel(s) used in event, fishing licenses, size limits of catch, non public waters, speed limits, legal boating and fishing practices and techniques, idle and manatee zones, etc..
- Competitor(s) proved to be displaying poor sportsmanship or violating game, boating laws or the letter and spirit of these sportsmanship procedures will be subject to immediate penalty as determined by tour.
- Any act or action deemed to be intentionally made in an attempt to displace, scatter or intentionally hurt fish or fishing is strictly prohibited.
- An act committed by any competitor(s) deemed by tour officials to be a unsportsmanlike act toward other angler(s) during any day of competition and possibly including practice days. Any act(s) not considered normal boating actions or fair chase fishing techniques may result in penalties.
- Competitor(s) receiving a ticket for any reason will result in disqualification of the day's catch for the day that the ticket was issued. Failure to disclose receiving a citation/ticket to tour officials will result in immediate disqualification from the entire event.
- Competitor(s) are not permitted to cast pitch or flip within 100 yards of a competitor's boat (not separated by land or jetties but in same body of water) which is anchored or held in place by anchoring systems such as Power Pole and Talons with trolling motor up and in stowed position.
- Competitor(s) knowingly attempting to circumvent state, local and/or federal law or avoiding capture for same or fleeing once discovered to have violated or possibly violated a law or statute as spelled out in this document will be grounds for immediate disqualification from event. A second offense will result in expulsion from the tour.

#### 19. Protest and Truth Detection.

- Any violation or reported violation may be brought to the attention of the tour at anytime, including after the conclusion of the event. If a issue arises and / or protest is filed within 30 days of the conclusion of the event, all money, awards, points and other received or anticipated prizes will be returned until the protest can be settled by polygraph and/or other truth detection test administered by a non affiliated 3<sup>rd</sup> party licensed in the state of the alleged infraction.
- Should a truth detection test be needed to settle a protest initiated on site at the conclusion of a day(s) weigh in, the angler protesting and the angler being protested must render to the tour, the fee for the polygraph test. Normally 400-500 dollars. The winner of truth detector test will receive refund of test fee. Should no polygraph test be available the day of the protest, the event will continue as normal, under protest with the results, prizes, points and awards being retained by the tour until a test can be administered to settle dispute.
- HeadTurners3, LLC. and the Elite Series acts as a broker when hiring the truth detection administrator and has no influence on procedures, type of test, the amount of time or the results of the testing and as such all rulings of cause are determined by the testing agent and not by anyone affiliated with Headturners3, LLC.
- All truth detection results are final and not contestable by any Elite Redfish Series competitor(s).
- Any claim or disagreement with truth detection results or the administration of the test must be settled between Series angler(s) being tested and the person and or company administering the truth detection test. HeadTurners3, LLC, the Elite Series, its parent, affiliated and subsidiary companies, the hosts, sponsors and tournament series officials are not involved in or in any way responsible for the results of or methods used in any truth detection test given.
- Any competitor(s) that feel they cannot take or pass a truth detection test, for any reason, can not fish with Headturners3, LLC.

## 20. Angler Code of Conduct.

Anglers participating in any Headturners3, LLC. 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 Headturners3, LLC., 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 Headturners3, LLC. events that will be cause for penalties as outlined in this document.

- Heated public disagreements with Headturners3, LLC. officials, other competitors and fans and volunteers during an event.
- Public attacks through media, including social media, upon the integrity of Headturners3, LLC. rules or officials.
- Public comments that an angler knows, or should reasonably know, will harm the reputation of Headturners3, LLC.,

Headturners3, LLC. 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 Headturners3, LLC. event.
- 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 Headturners3, LLC. 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 Angler of the Year points, forfeiture of tournament winnings, suspension from competing in individual Headturners3, LLC. sanctioned events, permanent ban from competition or any combination thereof deemed appropriate by Headturners3, LLC.

## Health and Liability Release.

I (printed name) expressly assume all risks associated with any and all Headturners3, LLC. tournament series and I hereby release Headturners3, LLC, a.k.a. the Elite Series, a.k.a., the Elite Redfish Series, a.k.a. the Atlas All Star Tour, a.k.a. the Check It Stik Team Open Tour, its parent, affiliated and subsidiary companies, the owners, Alan Patrick Malone of Nederland Texas and William F. Fowler of Arab Alabama, the hosts, sponsors and or tournament officials, staff and volunteers or anyone else associated with Headturners3, LLC. in any event it produces and I participate in from all claims of death, injury and or property damage incurred by me, an immediate or extended family member and or anyone representing myself or my estate or any one on my behalf in connection with my participation in any Headturners3, LLC. event and or activity.

In signing this agreement, I hereby agree to be bound by and comply with all tournament rules, procedures, formats, payment schedules, late payment fines and fees and all rulings on same as decided by Headturners3, LLC. officials.

I hereby swear that (i) I am at least twenty one (21) years of age or older; (ii) I am in good health and in proper physical condition to participate in Headturners3, LLC. FISHING tournaments a.k.a. the Elite Series, a.k.a., the Elite Redfish Series, a.k.a. the Atlas All Star Tour, a.k.a. the Check It Stik Team Open Tour and all activities associated with same. Furthermore, I attest that I do not suffer from nor am I on any medications to combat or control black outs, seizures or other medical conditions that could possibly cause me to loose conscienceless or control and render me unsafe to myself, partner or other participants in any Headturners3, LLC. fishing tournament.

Initial Here

I understand and acknowledge the risks and dangers associated with competing in the sport of competitive angling including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, boats, animals or other natural or manmade objects; dangers arising from adverse weather conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of Headturners3, LLC. and the Elite Series; and other undefined, not readily foreseeable, and presently unknown risks and dangers ("Risks").

I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Headturners3, LLC. fishing tournament, event or associated activities.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Headturners3, LLC., a.k.a. the Elite Series, a.k.a., the Elite Redfish Series, a.k.a. the Atlas All Star Tour, a.k.a. the Check It Stik Team Open Tour its parent, affiliated and subsidiary companies, the hosts, sponsors and tournament series officials, other event organizers and promoters, sponsors, advertisers, and officials; waterways both private and public, venues and property owners or operators upon which the Series event(s) take place; boat owners and operators; law enforcement agencies and other public entities providing support for the series event; and each of their respective parents, subsidiaries and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Elite Series events, tournaments and gatherings, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and each party hereby irrevocably submits to the personal jurisdiction of the Federal and/or State Courts located in Jefferson County in any action or proceeding arising out of, or relating to, this Agreement, and its enforcement, and agrees that all claims in respect of any such action or proceeding may be heard and determined in either such court.

**Signature:**

**Date:**

**Page 8**