

2017 Gene Cloud Memorial Speartishing Tournament

RULES / REGULATIONS / SIGN UP

CAPTAINS MEETING:

The Captains meeting will be held Friday July 7th 7:00pm at the Bearded Clam Restaurant. At least one registered participant from his/her boat crew or team to receive Captains buckets, shirts, and finalize registration. All are welcome; however, at least 1 registered team member must attend. Failure to attend meeting in its entirety will result in disqualification of said entrant/entrants. There will be no reimbursements for tournament fees, once paid by participant/s. No Exceptions.

This tournament is a one day event and is open to spearfishing only. It begins Saturday July 8th at 12:01am following the Captains meeting and is closed at 6:00pm Saturday July 8th. All entrants must be in "Weigh In" line by 6:00 pm (NO EXCEPTIONS). ABSOLUTELY NO FISH FOR THIS TOURNAMENT MAY BE SPEARED PRIOR TO SATURDAY JULY 8TH. ALL FISH MUST BE PRESENTED IN A CONDITION CONSISTENT WITH HARVESTING BY SPEARFISHING ONLY.

All speared fish must consistent with current State of Florida and Federal Regulations pertaining to species, size, bag and aggregate limits. It is the responsibility of each entrant to correctly know, understand and follow all Florida State and Federal regulations concerning the harvest of fish species in the Gulf of Mexico.

- A). All speared and entered fish must be harvested from the Gulf of Mexico only.
- B). All tournament entries are individual only, there is no boat or crew blanket entry.
- C). All entries must be paid in full prior to the Captains meeting.
- D). Depth of harvested fish is strictly limited to 120 Feet Salt Water.
- E). No fish may be harvested from more than 30 Nautical Miles from contiguous (exposed) Florida State land, this includes Barrier Islands.
- F). Any and all participants must harvest tournament fish with no assistance from anyone else until they reach their boat or point of exit.
- G). Any fish that appears inconsistent with harvest by spear alone will be disqualified.
- H). Any individuals exchanging fish in order to alter the outcome of the tournament will be disqualified.
- I). Weighing in any undersize fish will result in immediate disqualification.
- J). Due to the nature of the event, ALL WINNERS WILL BE GIVEN A POLYGRAPH TEST BEFORE RECEIVING ANY CASH PRIZES IN ALL DIVISIONS.
- K). Absolutely no fish harvested from Atlantic Waters will be accepted for this tournament. Any fish presented / harvested from anywhere other than the Gulf of Mexico, will be terms for immediate disqualification of that individual and his or her vessel's entire crew.
- L). If I am SCUBA diving in this tournament, I must be properly trained and have Certification Documentation from a Recognized SCUBA Certification Agency. With this Certification, I will not exceed my "Certification / Experience level or Training in any manner.

ANY DEVIATION FROM THE PROPOSED RULES WITHIN THIS DOCUMENT WILL MEAN AUTOMATIC DISQUALIFICATION

This tournament is open to SCUBA divers and Freedivers alike. There are no separate prize classes for the two.

In order to be eligible, any presented fish must have been harvested using a spear loaded by his/her own muscle power. No powerheads PPDs are allowed to obtain any tournament species.

All local, State of Florida and Federal rules concerning, harvest size limits, license requirements, bag limits and safe distance from "Diver down flag" must be maintained.

Prize winners will be judged on their largest fish for each category – see list-

Cash prizes will be given for each the largest fish in pounds for the categories listed. If a cash prize is won by an entrant under the age of 18, the prize will be given to the parent or legal guardian for disbursement.

All weighed fish must be presented gutted and free of debris **

Any single fish must be presented from the harvester of said fish. No two fish of the same species can be presented to see which is heavier. Only one fish per category can, per participant may be weighed in. In other words, no individual can win more than 1 prize in any fish category.

It is the participant's' responsibility to verify his/ her fish entry with the weigh master's recording. Once the participant signs the weigh in sheet, he / she cannot challenge or protest the recorded weight.

In the event that a boat becomes disabled, all participants and catch of said boat may be brought may be brought to the weigh in as long as all other rules have been observed, including the cutoff time for weigh in.

Disqualification: A tournament participant can be disqualified from all aspects of this tournament and from any future tournaments for any of the following reasons: Infraction of Tournament rules, Rough play, unsafe or careless behavior, Unsportsmanlike conduct during **ANY** tournament related activities, Failure to comply with any protest investigation, Failure to abide by any of the final decisions made by the tournament rules committee. Immediate disqualification will apply for any individual/s who are deemed uncooperative with an investigation of potential rules violation. This may include, but is not limited to, at the request of the tournament rules committee, the presentation of dive computers, and GPS/Plotter information from the tournament day or days prior.

Decisions and interpretations of these rules by the Tournament Committee shall be final. Any rules violations or protests will be decided by majority rule of the committee.

**PLEASE PRINT THE FOLLOWING PAGES AND
TURN IN AT CAPTAINS MEETING. FAILURE TO
TURN IN WAIVER FORMS WILL RESULT IN
DISQUALIFICATION**

By indicating your acceptance, you understand, agree and warrant as follows;

Please be advised that you may be giving up valuable legal rights by signing this document. If you do not understand your legal position by signing this document, you should consult with an attorney. Your signing of this document in all or in part indicates your agreement with all terms, regardless if one or more items is not checked. Participation in the Gene Cloud Memorial Spearfishing Tournament 2017 is conditioned upon your execution of this waiver. If you or your parent/legal guardian should that be the case do not sign this document, you are NOT granted the right to participate in the Gene Cloud spearfishing Tournament 2017.

Initial _____

I hereby acknowledge that I have voluntarily applied to participate in the activities known as the Suncoast Aqua-Ventures LLC. Hereby referred to as (GCST). In the context of this document the word (letter) "I" shall mean my family members, heirs, survivors, personal representatives, estate, wards, legal guardian/s, attorneys in fact or anyone else who may be empowered to act on my behalf. Or, if I am signing as the legal guardian on behalf of another person, than it shall mean me, my ward's, heirs, survivors, personal representatives, estate, attorneys in fact, legal guardian, or anyone else who may act on behalf of my ward or principle. Although the Suncoast Aqua-Ventures LLC is run exclusively as its own entity, I fully agree in all aspects to hold any associated persons including but not limited to individuals, officers, committee members, sponsors, volunteers harmless from any legal action arising from the GCST.

Initial _____

In the context of this document, "Diving" shall mean all activities associated with the participation in and travel to and from any activities associated with the GCST tournament, including but not limited to without limitation, Freediving, Apnea diving, SCUBA diving, swimming, snorkeling, and spearfishing or any other form or method of harvest, capture, observation or collection of marine life and related marine and terrestrial activities. In consideration of GCST, allowing me the privilege of participating in this tournament, and use of any associated facilities, if any, I agree as follows:

Assumption of Exceptional risk: I voluntarily assume all risk of any injury ("injury" shall herein include bodily injury), and or damage to others, damage to loss or theft of personal property and or my or other's death. to myself or others that may arise from activities and rules set forth in this agreement, even when such is caused solely or in part by negligence of others or cosigners. I AM AWARE THAT PARTICIPATION IN THE GCST INVOLVES COMPETING IN AN EVENT THAT CAN BE HAZARDOUS. I AM VOLUNTARILY PARTICIPATING IN THIS EVENT WITH THE FULL KNOWLEDGE OF THESE HAZARDS AND DANGERS AND HEREBY AGREE TO ACCEPT ALL RISK OF INJURY OR DEATH.

Initial _____

Cross Release of Liability; I hereby release every Cosigner, and any and all associated parties or individuals associated with the GCST from any and all liability arising from my voluntary or otherwise participation in any form of this tournament. Any and all participants are expected to sign this agreement as a precondition for diving and or participation in this tournament, and all such participants are conclusively presumed to have signed this agreement. Representations, Warrants and Assumption of Risk: I understand and agree that: I and others with whom I come in contact with or whom may interact with me in a manner that may relate to my safety will be attempting, performing or utilizing Diving or participation such as attending travel to and from volunteering for and participation in land based tournament activities. I understand that the dangers and risks of Diving or Participation include, but are not limited to: death, serious neck or spinal injuries, which may result in complete or partial paralysis, psychological injury, brain damage, serious injury to virtually all internal organs, serious injury to all bones, joints, ligaments, muscles, tendons, ears, eyes, sinus cavities, and other aspects of the neurological system, vascular and/or musculoskeletal system, decompression sickness and serious injury or impairment to other aspects of the body, general health and wellbeing. Diving or participation may cause me to suffer the "Bends / Decompression Sickness" and Breath Hold /lung overexpansion injuries including but not limited to "Subcutaneous Emphysema, Mediastinal Emphysema, Pneumothorax, and Air embolism". With these maladies and any other possibilities of injuries to myself or others, I expressly exclude my rights to

hold anyone other than myself responsible for any injuries incurred during any activity involved with this tournament.

Initial _____

Diving or participation in this tournament may not include the use of firearms for method of harvest. These may prove harmful or fatal to me and others. I understand that the degree of risk of Diving or Participation may result not only in serious injury or death, but a serious impairment of my future abilities to earn a living, to engage in other business, social or recreational activities and generally enjoy life. I understand that the success of my diving or participation depends upon the perfect or near perfect functioning of the equipment I and others will or may utilize, as well as knowledge, skills, training, judgment, physical abilities, health, weather, sea conditions, and countless other risks which I cannot control and / or which I and others may not be aware of at this time. And that neither any such equipment, conditions, risks or persons, including myself be entirely be entirely or in part depended on or to function perfectly or to act or occur predictably because each of these is unpredictable, to change including but not limited to, weather conditions, mechanical malfunction, operator error, random chance, and changes beyond my or others control or prediction. I freely and voluntarily choose to assume ALL the risks inherent, known and unknown involved with diving or manufacture, or from improper or negligent operation or use of equipment and / or human error. I fully understand weather conditions, the seaworthy state of any vessel, preparation of the Captain, crew of passengers and risks posed by marine life may change rapidly, may or may not be predictable, may be beyond my control and that GCST, members, and cosigners are in no way responsible for my diving or participation, or for ensuring that any Captain or crew involved in any way in connection therewith complies with applicable laws or standards of conduct or safety.

Initial _____

I understand GCST or Cosigners decision(s) to schedule, postpone, delay, initiate, start or NOT cancel any Diving or participation in any tournament or event of any kind, does not act, and may not be deemed as any endorsement, representation, opinion, advice or assurance of any kind that such diving or participation should or should not be engaged in at that particular time or at any time in the future. Such decisions are solely my responsibility. I understand that GCST and its members, or volunteers are not, for purposes of this agreement, manufacturers, maintenance providers, re-sellers, or make warranties of any kind relating to the fitness for particular purpose or safety of any item, equipment or tournament prizes, or is otherwise in the chain of distribution for them. The item, equipment, or tournament prizes I may receive are either gifts from sponsors or are sold or provided to me by third parties and GCST is, if it ever has physical custody of such items only a temporary custodian of such items.

Initial _____

I understand that GCST is in no way whatsoever a supplier of Air, Nitrox or any other gas mixture and is not responsible to me in any way whatsoever for my use or failure to use any such gas. I understand GCST is not responsible in any way for training me or preparing me for diving or participation in any tournament activities. This is not and will not be deemed to be, any teacher/student or Instructor/trainee relationship between me and the GCST. I do not hold GCST out or consider them to be in a position of superior knowledge or expertise regarding Diving or participation. I understand GCST owns no fiduciary duties to me or any duty of care relating to my Diving or participation. I am not, by virtue of my Diving or participation an agent or employee of GCST or any cosigner, nor is GCST or any cosigner an agent or employee of mine. I understand that if I am a Minor (under the age of 18) or am not my own legal guardian for any reason (collectively a "minor"), the person executing this document on my behalf has the authority under applicable law to do so and is personally responsible for me in all respects in connection with my diving and participation in any GCST event. If I am a minor (under 21 years of age), I will not consume alcoholic beverages prior to, during or after diving or participation in any GCST event. I understand that if I consume alcohol or drugs of any kind prior to, during or after Diving or participation, I do so solely at your own risk. I agree and understand that this event may be located in and around various establishments and/or vehicles in which alcoholic beverages may be served or consumed. If ever I enter such areas, I am at least 21 years of age or I will be accompanied by a parent or legal guardian, and that I am not required to consume such beverages. In the event that I do consume alcoholic beverages, GCST and all of the persons and entities mentioned in this document, who, through negligence or carelessness or otherwise might be liable to me (or my heirs, executors, administrators, wards or assigns) are not liable for my actions during or after the event. I hereby covenant not to sue and agree to assume those risks and releases and hold harmless all of the persons or entities mentioned

above, who, through negligence, carelessness or otherwise, might be liable to me (or my heirs, executors, administrators, wards or assigns) for damages.

Initial_____

I agree to accept and abide by the rules and regulations of this event as established and provided to me and to obey the directions of the designated officials of GCST and all State, Federal and local laws including traffic laws. I understand that I am solely responsible for my own preparation/performance and of all diving and participation. I have consulted with a physician and other medical advisors (of whom none are associated with GCST) and, taking into account their advice, have made my own determination whether I will engage in diving or participation. I understand that GCST is not responsible to me or any others for providing any form of medical care, search and rescue, vessel assist, or any other aid or assistance whatsoever. I understand that diving or participation may take place under conditions or at locations that place me and others out of reach of, or subject to delay in obtaining medical care, rescue or transport. I understand and I agree to pay any reasonable cost to repair or replace any GCST equipment lost or damaged by myself or through my actions whether by accident or negligence, at or through my diving or participation in any GCST event. The determination of whether to replace or repair damaged equipment shall be made by the owner of such equipment. I understand that there may be diving or fishing practices or rules which others might consider necessary or prudent for safe diving or fishing and which have not been adopted or which are not enforced by GCST, any cosigner, Committee member/s or Dive professional. I will not hold any associate of GCST or cosigner acting in any capacity whatsoever, to enforce or adopt any particular rule or practice. This includes but is not limited to: a failure to enforce Diving Certification Industry Standards, such as the "Buddy System", a failure to require the use of any particular item of Diving equipment, a failure to adopt or enforce a policy of cancelling Dives or fishing due to marine, Atmospheric conditions, or other dangers, a failure to require any minimum level of Diving or fishing expertise or experience for cosigners and any and all associated with the GCST.

Initial _____

I understand and recognize that one or more GCST members or any cosigner or their parties, may negligently omit to give me information or may give me False or misleading information pertaining to difficulty of a dive or my ability to safely participate in or perform a dive. I recognize also that GCST or one or more GCST members, other cosigners or third parties may negligently approve of my preparation or planning for a dive or my equipment. I agree that, despite my accurate or inaccurate information I receive or learned from anyone other than myself, or fail to receive, I alone am responsible in each instance for determining whether I can safely make a dive, whether I have sufficient and accurate information upon which to base this decision, and whether my equipment condition or my compliment of equipment and my manner of wearing or using my equipment is sufficient for the dive/s I intend to make. I fully understand and recognize that diving solo or having a diving buddy can either asset or a liability. For example, a buddy might not make any effort to stay with me or to look for me if we become separated, a buddy might act inappropriately or negligently in an emergency, a buddy may cause danger to themselves or me, (included failing to return a regulator once it is offered to them), or a panicked buddy might hold me underwater without air even to the point where I might drown either near or remote from the surface. Accordingly, I alone will determine whether any proposed buddy is acceptable to me. Since I understand and recognize that any assistance I might give to a diver or other person in water results in or may result in additional risk to myself, I do not want to be obliged to assist any diver or other person, including my buddy, in any way, whether in or out of the water. I agree that GCST and any co signers have the same freedom. Thus, in order to hereby obtain benefit of a similar Express release from the GCST, GCST, members and cosigners, I agree that neither GCST nor any cosigner is under any obligation to assist me in any way whatsoever, either in or out of the water; or to offer me air even if I request or to stay with me during a diving activity, or to look for me should we become separated. I release all GCST members and any cosigner/witness from any and all liability for negligence in assisting me or attempting to assist me and/or for discontinuing any assistance to me once it has been undertaken.

Initial_____

No oral modifications: This agreement cannot be modified by the parties by any means, unless such modifications are made in writing. Attached to and referenced on this agreement, and signed by a duly authorized representative of GCST. Covenant not to sue; I my heirs, distributors, executors, administrators, guardians, legal representatives and assignees, exempt and release

GCST and all cosigners, their officers, directors, agents, representatives, servants or shareholders, nor to initiate or assist the prosecution of any claim for damages for cause of action, which I, my heirs, distributees, executors, wards, principals or administrators, hereafter may have by reason of injury to my person or my property directly or indirectly arising from or related to the activities contemplated by or the risks described in this agreement (including but not limited to diving or fishing participation). Indemnity against Claims: I hereby agree that my heirs, distributees, executors, administrators, guardians, legal representatives and assigns will indemnify, save and hold harmless the GCST and all cosigners, their officers directors, agents, representatives, servants, attorneys, business advisors, shareholders, conducted from any and all losses, claims, actions or proceedings of every kind and character which may be presented or initiated by any persons or organizations arising directly or indirectly from my diving or participation in any other activities in connection with, sponsored by or for the GCST, or its cosigners.

Initial_____

Continuation of obligations: I agree and acknowledge that the terms and conditions of this agreement shall continue in full and effect now and in the future at all time during which I participate either directly or indirectly in diving or participation or in any other activities in connection with, sponsored by, or for GCST or cosigners/witnesses and shall be binding upon my heirs, distributes, wards, principles, family members, executors, administrators, guardians, legal representatives and assignees of my estate.

Initial_____

Broad Interpretation; This agreement is intended to be as broad and inclusive as is permitted by law, and may not be modified in any way. If any provision or part of any provision of this agreement is held to be invalid or legally unenforceable for any reason, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable. Exemption from Liability: Without limiting any of the foregoing, I my heirs, distributees, executors, administrators, guardians, legal representatives, wards, principles and assignors, exempt, indemnify, defend, hold harmless and release the GCST and all cosigners, their officers, directors, agents, representatives, servants, employees and shareholders from any and all liability, claims, demands / actions or causes of action whatsoever arising out of physical, emotional, economic, and noneconomic damages, loss or injury to me or my property while participating in any of the activities contemplated by the agreement (including without limitation diving or participation), or otherwise relating to risks described in this agreement, whether such loss, damage, or injury results from the negligence of any person or business or any other cause, omission or occurrence.

Initial_____

In further consideration of the acceptance of my application for entry in the "2017 GCST SPEARFISHING TOURNAMENT" ,I hereby grant full permission to the GCST spearfishing tournament committee members and or agents authorized by the promoters to use, reproduce, copy, license or sell photographs, video tapes and any other record of the 2017 GCSWT Spearfishing events, Including my name, likeness and or voice for any purpose.

Initial_____

- A.) By indicating your acceptance of this agreement and waiver below, you are affirming that you:
- B.) Have fully read this agreement in its entirety, and fully understand and agree to it in its entirety.
- C.) RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
- D.) EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH DIVING, FREEDIVING, SNORKELING AND SPEARFISHING

I (Print your Name) _____ Do hereby affirm and acknowledge and am fully aware and informed of the inherent hazards and risks associated with SCUBA diving, Freediving, Snorkeling and any and all spearfishing and associated activities. I fully understand that these risks can lead to severe injury and even loss of life. I also understand that participation in any manner or capacity of the 2017 GCST spearfishing tournament may put me in a position or site that is remote from a recompression chamber and competent medical assistance. Additionally, I understand that there are also risks associated with Dive travel, including but not limited to the possible injury or loss of life as a result of a dive boat accident, as well as travel associated with the activities of Scuba and

Freediving/Snorkeling/Spearfishing. Despite the potential hazards and dangers associated with the activity of Diving/Snorkeling/Spearfishing, I wish to proceed and I freely accept and expressly assume all risk, danger and hazards that may arise from these aforementioned activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being allowed to participate in the GCST spearfishing Tournament, as well as using any facilities associated in any manner with the GCST or any listed releasees, I hereby agree as follows:

TO WAIVE AND RELEASE ANY AND ALL CLAIMS BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, THAT I MAY HAVE IN THE FUTURE AGAINST ANY OF THE FOLLOWING NAMED PERSONS OR ENTITIES. GCST, GCMT LLC, THE RELEASEES, THEIR OFFICERS, VOLUNTEERS, MEMBERS, REPRESENTATIVES AND AGENTS FROM LIABILITY AND RESPONSIBILITY WHATSOEVER, FOR ANY CLAIMS OR CAUSES OR ACTIONS THAT MY ESTATE, HEIRS, EXECUTORS OR ASSIGNS MAY HAVE FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH ARISING FROM ANY FORM OF PARTICIPATION IN THE 2017 GCST- GENE CLOUD MEMORIAL SPEARFISHING TOURNAMENT. BY EXECUTING THIS DOCUMENT, I AGREE TO HOLD THE RELEASES HARMLESS FOR ANY INJURY OR LOSS OF LIFE WHICH MAY OCCUR TO ME DURING THE COURSE OF THE 2017 GCST.

BY ENTERING INTO THIS AGREEMENT, I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATION OR STATEMENTS MADE BY THE RELEASEES, OTHER THAN AS SET FORTH IN THIS AGREEMENT. IF ANY PROVISION, SECTION, SUBSECTION, CLAUSE OR PHRASE OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE OR INVALID, THAT PORTION SHALL BE SEVERED FROM THIS CONTRACT. THE REMAINDER OF THIS CONTRACT SHALL BE CONSTRUED AS THOUGH THE UNENFORCEABLE PORTION HAD NEVER BEEN CONTAINED IN THIS DOCUMENT.

I HEREBY DECLARE THAT I AM OF LEGAL AGE AND AM COMPETENT TO SIGN THIS AGREEMENT OR IF NOT, THAT MY PARENT OR LEGAL GUARDIAN SHALL SIGN ON MY BEHALF, AND THAT MY PARENT OR LEGAL GUARDIAN IS IN COMPLETE UNDERSTANDING AND CONCURRENCE WITH THIS ENTIRE AGREEMENT.

I have read this agreement; I understand it and am bound by it.

Signature _____

Date _____

Witness Signature (required)

Signature of Parent or Guardian if under 18 YOA

Full Name _____

Address _____

City _____

State _____

Postal Code _____

Country _____

Email _____

Phone Number (_____) _____

Date of Birth _____

Emergency Contact Name _____

Emergency Contact Phone Number (_____) _____

SCUBA Certification Agency _____

Highest level of SCUBA certification _____

Shirt Size _____