

OFFICIAL TOURNAMENT RULES ALABAMA B.A.S.S. NATION, INC. Revised January 27, 2018

1. TOURNAMENT RULES: The following rules shall apply to all tournaments, and remain unchanged unless (i) changed by the Board of Directors at the Annual Meeting and notice being given to the members, which notice may be published on the ABN internet site: www.albassnation.com; and (ii) except for special tournaments conducted by the Alabama B.A.S.S. Nation, Inc. (hereinafter referred to as "ABN" for convenience). Interpretation and enforcement of these rules shall be left exclusively to the Tournament Director or his/her designee at the tournament. Subject to the appeal process noted below, the decision of the Tournament Director or his/her designee shall be final in all matters. Anglers should read and become familiar with ABN Tournament Rules and Procedures. By submitting an entry form, you are hereby stating that you have read the ABN Tournament Rules, will follow said Tournament Rules, and agree to abide by any decisions made by tournament officials. Anglers should understand that decisions may be influenced by polygraph tests. Penalties for rules violations may include, but not be limited to, the following: (I) Loss of catch for the day of the violation. (II) Forfeiture of prizes and entry fees (III) Disqualification from the tournament in question. (IV) Disqualification from future ABN events, which disqualification may be from a specific number of events or for a specific period of time or may be a lifetime disqualification. (V) Any other different or additional penalties determined by the Tournament Director or his/her designee.

Any person wanting to file a complaint must notify the Tournament Director immediately and submit the complaint <u>in</u> writing, prior to the scales being closed. The Tournament Director or his/her designee shall render a decision on the complaint filed before awards for the tournament are made, subject to the appeal process noted below.

Tournament Rule Violation Appeal Process: The decision of the Tournament Director for a Tournament Rule violation may be appealed, at the tournament, or if determined by the Tournament Committee that more time is needed to resolve the complaint appeal — within a time period not to exceed (7) calendar days, to the Tournament Appeals Committee, appointed by the President or his/her designee. The Appeals Committee shall consist of the President or his/her designee, two on-site Directors other than the Tournament Director, and two anglers from the tournament other than the competitor making the appeal, his or her partner in the tournament, or any anglers from the competitor's Chapter Club. The competitor must state his/her appeal concisely and clearly. If the competitor admits to the rule violation, he/she may not file an appeal of either the finding that he/she violated the rules, or the penalty imposed for the violation. The decision of the Appeals Committee shall be final.

2. PARTICIPANTS AND ELIGIBILITY: (I) All members, in good standing, of ABN affiliated Chapter Clubs, ABN HIGH SCHOOL AND COLLEGE CLUBS that are 16 years of age or older are eligible to enter ABN adult tournaments. Proof of age to the satisfaction of tournament officials is the responsibility of the competitor. Anglers under the age of 18 years old must have a signed waiver from a parent or legal guardian. Any angler operating the gasoline engine or trolling motor must have an Alabama Boaters' License. (II) DURING THE OFFICIAL PRACTICE AND COMPETITION DAYS OF ANY ABN TOURNAMENT, NO COMPETITOR MAY OPERATE A BOAT UNLESS COMPETITOR HAS PROOF OF A MINIMUM OF \$100,000 CURRENT BOATING LIABILITY INSURANCE COVERING THE BOAT BEING USED IN THE TOURNAMENT. PROOF OF INSURANCE MUST BE WITH THE BOAT BEING USED AND MUST COVER THE COMPETITORS USING THAT BOAT. THE DOCUMENTED PROOF MUST SHOW AN EFFECTIVE DATE AND EXPIRATION

DATE AND SHOULD BE AVAILABLE ON OR BEFORE THE APPLICATION DEADLINE DATE. RANDOM CHECKS WILL BE CONDUCTED AND ANY COMPETITOR WHO DOES NOT HAVE PROOF OF IN-FORCE INSURANCE WITH A MINIMUM OF \$100,000 COVERAGE WILL not be eligible to compete until such proof is presented. (III) Any candidate for competition who, in the judgment of the Tournament Director or his/her designee, is handicapped in such a manner as to unfairly hinder his/her partner or endanger the safety and well-being of his/her partner or himself/herself shall not be eligible to participate in the tournament.

- (IV) REGISTRATION: Each competitor must register with ABN BY SUBMITTING A PROPERLY COMPLETED
 OFFICIAL ENTRY FORM NO LATER THAN SUNDAY MIDNIGHT PRIOR TO ANY SCHEDULED TOURNAMENT.
 COMPETITORS NOT REGISTERED BY THE REGISTRATION CUT-OFF TIME/DATE CAN ONLY REGISTER WITH
 PERMISSION OF A TOURNAMENT OFFICIAL AND MAY BE ASSESSED A \$25 LATE FEE. LATE REGISTRATION MAY BE
 GRANTED TO MAKE THE TOURNAMENT FIELD EVEN FOR NUMBER OF ANGLERS COMPETING THEREIN. Invitations
 for THE STATE CHAMPIONSHIP are restricted to qualifying ANGLERS and CO-ANGLERS. It may be necessary to send out additional invitations to make the field equal. Competitors will not be eligible for any refunds once pairing of anglers has been completed but can transfer entry fees to a tournament in the same qualifying year. The exception being those legally withdrawing from the State Championship, fees may be transferred to the first tournament of the next year. **THIS RULE WILL BE STRICTLY ENFORCED**
- 3. ANGLER CODE OF CONDUCT: (I) Anglers participating in any ABN event shall observe the Angler 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 manner becoming of anglers that will not reflect unfavorably on ABN, its members, officers or representatives, tournaments or sponsors. Anglers participating in ABN events shall use their best efforts to demonstrate good conduct and integrity in support of the sport of bass fishing. Any angler who violates any of the provisions of the Angler Code of Conduct may be subject to any of the penalties noted in #1 above. (II) The favorable reputation of ABN as an umbrella organization for Chapter Clubs in Alabama, the integrity of its officials, and its reputation before the general public are valuable assets and tangible benefits for ABN. Therefore, it is an obligation of competitors to refrain from comments to the media or general public that unreasonably attack or disparage the integrity of tournaments, tournament officials, sponsors, fellow members, fellow anglers or the ABN organization. Competitors are encouraged to express themselves and have the right to question the rules officials. Responsible expressions of legitimate disagreement with ABN rules, procedures, or policies are encouraged as opposed to attacks upon the integrity of the rules or the officials. Public comments that an angler knows, or should reasonably know, will harm the reputation of ABN, ABN officials, or sponsors shall be considered conduct unbecoming an ABN angler and will result in disciplinary action.
- 4. TOURNAMENT/PRACTICE: (I) Official practice will begin at midnight two days (48 hours) prior to the first tournament day. PRACTICING AT NIGHT IS NOT PERMITTED. (II) During the official practice and the tournament, a competitor may not have the assistance or advice of anyone for the purposes of locating or catching bass, unless he/she is a competitor in the tournament. Competitors may only practice with other competitors, unless it is a prior approved relative. It is the responsibility of the competitor to know the dates of practice and competition. (III) During the official practice and during the tournament, a competitor may not "SKIN DIVE" or "SCUBA DIVE" on the tournament waters. An Angler may not fly over or fly a drone over Tournament waters. Commercial passenger flights are permitted. He/she may not buy, barter, or exchange by agreement a fishing location from any other competitor or individual fisherman for use during the competition day. (IV) During the tournament, a competitor may not use a CB radio, a VHF marine-brand radio, a cellular phone, or any other type of communication device for the purpose of locating or catching fish. Smart phones may be used for maps, weather and power generating information only! They may not be used to access fishing information from blogs that are not available to the general public. Competitors are permitted to transmit by radio or telephone only in the event of an emergency. If so equipped, contestants may listen to the marine-band weather information. (V) A designated tournament official must be granted access to the competition's boat at any time during the official practice or competition days. Failure to grant such access may result in immediate disqualification. (VI) Each competitor agrees to report to the Tournament Director or their designee any violation or infraction of these Tournament Rules. The failure to report violations or suggestions to another competitor to violate these rules or false verification of weigh-in forms will be cause for disqualification. (VII) By submission of the Official Tournament Entry Form, or by participation in an ABN tournament, EACH COMPETITOR AGREES TO SUBMIT TO A POLYGRAPH EXAMINATION AND ABIDE BY ITS CONCLUSION. The Tournament Director or their designee, shall have the discretion to determine the need for a polygraph examination. The Tournament Director or such person designated by the Tournament Director shall be

responsible for selecting an independent expert to administer and interpret the results, and establishing, in consultation with the expert administrator, the scope of the questions which may be asked during the polygraph examination. The Tournament Director or their designee shall attempt to have the location of such polygraph examination as close in proximity to the angler's permanent address or such other mutually convenient location as possible. The competitor shall make their available, at his own expense, at the location selected by the Tournament Director or their designee and shall cooperate in all respects with such examination. The final determination of the results of the examination shall be the sole responsibility of the Tournament Director or their designee. RANDOM POLYGRAPHS MAY BE ADMINISTERED ON SITE DURING THE COURSE OF AN ABN EVENT.

5. SAFETY: (I) Safe boat conduct must be observed at all times by tournament competitors. During the official practice and the tournament, each competitor is required to wear a Coast Guard-approved chest-type life preserver any time the combustion engine is running. Inflatable PFD'S are permitted as long as they meet U.S. COAST GUARD regulations. This preserver must be strapped, snapped or zippered securely and maintained in that condition until the combustion engine is shut off. Violation of this rule shall result in a penalty or disqualification. (II) Tournament officials have the right to delay, shorten, or cancel the start of an official tournament day because of bad weather or other factors that would endanger the safety of the competitors. Tournament waters may also be restricted at any time because of bad weather. In the case of bad or extreme weather after competition is in progress, anglers should take whatever action they deem necessary to insure their safety! In the event of an emergency situation, competitors should first call 911 and then notify TOURNAMENT OFFICIALS. (III) ABN reserves the right to impose boat speed limits and the area covered by the speed limit in any or all tournaments. Whether or not to impose a speed limit, the area covered by the speed limit and/or the actual speed limit imposed shall be left exclusively to the discretion of the Tournament Director or his/her designee.

6. SPORTSMANSHIP: Competitors in ABN tournaments are expected to follow high standards of sportsmanship, courtesy, safety and conservation. Any infraction of these fundamental sporting principles may be deemed cause for disqualification. (I) Use of alcohol or drugs (other than those purchased over the counter or prescribed by a licensed physician) by any competitor during the official practice, during the tournament, or at the weigh-in will not be tolerated and shall be cause for disqualification from this and all future ABN tournaments. (II) Maximum courtesy must be practiced at all times, especially with regards boating and angling in the vicinity of noncompetitors who may be on the tournament waters. Any act of a competitor which reflects unfavorably upon efforts to promote fisheries, conservation, clean waters, and courtesy shall be reason for disqualification. (III) The prevailing statutes and regulations of the various states within which they fish ABN tournaments bind all competitors. (IV) 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 for disqualification for any ABN tournament or event. (V) Any disqualification or suspension from, or other disciplinary action regarding any tournament or fishing organization, shall be grounds for rejecting any application for participation in an ABN tournament or event, and for disqualification from an ABN tournament based on the sole judgment of the Tournament Director or his/her designee.

7. TACKLE AND EQUIPMENT: ALABAMA RIGS AND ALABAMA-TYPE RIGS ARE PERMITTED IN ABN

TOURNAMENTS. The use of grippers or gaffs in landing bass is prohibited. The use of a landing net for caught fish is permitted. Only artificial lures may be used. No "live bait" or "prepared bait" will be permitted during practice and competition, with the exception of pork strips, rinds, etc. Only ONE casting, spin-casting or spinning rod (8-foot maximum length from butt of handle to rod tip) and reel may be used at any one time. Other rigs as specified above may be in the boat ready for use; however, only ONE is permitted in use at any given time. All other types are prohibited. All bass must be caught live and in a conventional sporting manner. Anyone guilty of snatching or snagging visible fish will have their day's catch disqualified. When visually fishing for bedding bass, all bass must be hooked inside the mouth and **must be verified** by your partner before removing hook to be counted as a legal fish.

8. HORSEPOWER REGULATIONS: Each boat used in the tournament MUST have a U.S. Coast Guard horsepower rating plate attached to the boat by the manufacturer. The horsepower rating of the outboard engine must NOT exceed the limitations set by the U.S. Coast Guard specified on this rating plate. Each competitor agrees to submit,

by his signature on the official entry form, the boat and outboard motor used in the tournament to an inspection by factory-trained personnel, if there is any reason to suspect the horsepower is in excess of the rating. Changing or altering standard factory parts of a competitor's engine to increase the horsepower over the factory horsepower rating is forbidden and will result in disqualification. Falsifying information on entry forms or altering the horsepower-rating numbers on the engine is also cause for immediate disqualification from ABN tournaments. Posted speed limits must be observed and all boats must be operated in a safe manner.

- 9. BOAT, MOTOR and EQUIPMENT: ALL BOATS MUST BE EQUIPPED WITH A FUNCTIONAL BILGE PUMP, AERATED LIVE WELL SPACE ADEQUATE FOR TWO CONTESTANTS TO MAINTAIN ALIVE A LIMIT CATCH OF BASS BY BOTH COMPETITORS USING THE BOAT, AND AN APPROVED TYPE OF OPERABLE IGNITION KILL SWITCH. ABN RECOMMENDS LIVEWELLS BE MAINTAINED AT FULL LEVEL AND RECIRCULATORS ON MANUAL. IT IS THE RESPONSIBILITY OF THE NON-BOATER PARTNER TO CHECK THE EQUIPMENT AND INSURE IT IS OPERABLE. (I) The ignition-kill device must be attached to the driver's body any time the combustion engine is operating. Anytime the combustion engine is operating and in gear, there must be a driver in the driver's seat in full control of the boat. (II) Fishing boats may be used that are 16 feet or more in length. Any boat otherwise allowed and not modified to gain a competitive advantage can fish our tournaments. Standing on the outboard or seats while fishing is not allowed. (III)An electric trolling motor may be used for slow maneuvering; however, trolling as a method of fishing is prohibited. (IV) All BLADDER tanks and any other type of AUXILIARY gas tanks that are not installed by the boat manufacturer are prohibited. Additional gas tanks that are factory options and installed by a manufacturer's authorized dealer are legal. Boats that do not have factory-installed gas tanks are restricted to a maximum of 18 gallons of gasoline in tanks that meet U.S. Coast Guard regulations. Gas tanks must be properly secured or strapped in a boat. During the official practice and during the tournament, no portable gas tanks or containers capable of holding gasoline can be placed anywhere on the tournament waters or shoreline for use by any tournament competitor. (V) No "barges" or similar cumbersome craft will be permitted. NO BOAT EQUIPPED WITH "STICK STEERING" WILL BE ALLOWED DURING THE OFFICIAL PRACTICE OR DURING THE TOURNAMENT BY ANY COMPETITOR. (VI) Every boat must have all required Coast Guard safety equipment on board. (VII) The Tournament Director or his/her designee shall have the sole responsibility and authority in determining the legal qualification of a boat, motor, and equipment to be used in a tournament and for determining if aeration and capacity is proper and adequate.
- 10. BOAT OPERATION AND EXPENSE: ABN TOURNAMENTS ARE ANGLER/CO-ANGLER EVENTS. During Competition, ANGLERS MUST CAST FROM THE FRONT DECK AND CO-ANGLERS MUST CAST FROM THE REAR DECK, NO EXCEPTIONS! A competitor may go to either deck to land or net a fish. ANY ANGLER THAT, IN THE JUDGEMENT OF TOURNAMENT OFFICIALS, OPERATES A BOAT IN SUCH A MANNER THAT UNFAIRLY HANDICAPS HIS CO-ANGLER PARTNER SHALL BE DISQUALIFIED. AT NO TIME MAY AN ANGLER REQUEST THAT HIS CO-ANGLER NOT FISH. CO-ANGLERS MUST CAST FROM THE BACK OF THE BOAT, BUT THEY ARE NOT RESTRICTED AS TO WHERE THEY MAY CAST. Anglers MUST make a seat available for co-anglers. In view of the large expense involved in operating and maintaining a tournament bass boat, the co-angler partner should share the cost of gas and oil for the competition day. A full discussion of expenses should take place prior to blast-off.
- 11. PERMITTED FISHING LOCATIONS: The Tournament Director and Tournament Committee will designate tournament waters for each tournament. Each competitor is responsible for obtaining this information from ABN or visit the ABN Web site at www.albassnation.com. Fishing on the tournament waters is permitted on all public waters legal to fish with an Alabama Fishing License. Waters posted by State, Federal or local agencies as off limits or No Fishing will be considered as off limits to ABN tournament anglers. Off limits means you may not fish or make casts into areas posted as off limits. The Tournament Director may establish other off limits. Any waters within 50 yards of ABN designated live release area will be considered off limits.
- 12. COMPETITORS MUST REMAIN IN BOAT: (I) All angling must be accomplished from the tournament boat, (II) During the competition days; competitors must not depart the boat to land fish or to make the boat more accessible to fishing waters. Boats must remain in tournament waters during tournament days. Competitors must leave and return to official checkpoint by boat. Both competitors must remain in boat at all times except in case of dire emergency or with permission of the Tournament Director. In such an emergency, or with permission of the Tournament Director, competitors may be removed from their boat to either A BOAT OPERATED BY OTHER COMPETITORS OR A RESCUE BOAT DESIGNATED BY THE TOURNAMENT DIRECTOR. Partners must remain together

at all times, in sight of each other and each other's catch under the conditions cited above, in order for their catch of that day to be scored in the tournament. In the event of a needed restroom break, competitors are allowed to leave the boat at which time all fishing must cease until the partners are back together again. (III) If a competitor must violate any of the above conditions, contact must be established with a tournament official by phone or other means or to report an emergency or breakdown; both competitors must cease fishing at this point; and a tournament official must verify their catch in order to be counted in the tournament. If after the emergency situation is resolved by tournament officials and enough time is left for the competitors to resume fishing, a RESTART will be allowed, and the competitors will continue fishing, and their catch will be counted. This rule applies only to emergency situations as determined by the Tournament Director or his/her designee. (iv) Towing boats on trailers during competition tournament hours is prohibited, except by the direction of tournament officials.

13. OFFICIAL CHECKPOINT: 1) Partners must remain together at all times from the check-in point through the weigh-in with or without any fish. They must check-in together by boat at the designated official on water check- in and with Tournament Officials at the weigh-in station. The official point for check-out in the morning and check-in in the afternoon shall be designated at the Tournament Briefing. At the time of check out, all competitors and their boats shall be in full compliance with all rules as set forth above and by the Tournament Director or his/her designee. At check in, all boats shall identify themselves to the check in person (who will note the official check in time) and proceed immediately to the designated weigh in area. (II) Competitors not at check in at the appointed time shall be penalized at the rate of 1 pound per minute; to be deducted from the total weight of his/her catch that day. The 1 pound per minute late penalty shall also be deducted from the weight of any fish to be counted toward a "BIG FISH award." Competitors more than 15 minutes late shall lose that day's catch. (III) Check out time and determination of check in times of boats shall be at the sole judgment of the Tournament Director or his/her designee.

14. SCORING: (I) Tournament standings, auxiliary awards and final winners will be determined by the pound and hundredths weight of each competitor's catch during the competition days of the tournament. Only Largemouth, Smallmouth, Spotted or Redeye will be weighed. The tournament limit for ANGLERS shall be 5, and CO-ANGLERS shall be 3 of the above species and varieties per day, or a special limit which is established for a particular tournament by the tournament officials. The award for total boat weight will be determined by the addition of the angler's weight and the co-angler's weight (minus any penalties). THE ANGLER MUST HOOK, FIGHT AND LAND THEIR OWN CREEL AND THE CO-ANGLER MUST HOOK, FIGHT AND LAND THEIR OWN CREEL. ANGLERS AND CO-ANGLERS' CREEL MUST BE KEPT SEPARATED. Partners may use a net to assist in the landing of each other's fish. At no time shall a competitor have in their possession more than the tournament limit. Culling of any fish must take place immediately upon catch of any qualifying fish that exceeds the tournament limit. Tournament officials will conduct checks for violation of this provision, and in the event a competitor has more than the abovedescribed limits in possession, the competitor shall cull down to the limit described and be penalized 2 pounds for every fish over the tournament limit; (II) The official length for bass shall be determined by the Tournament Director or his/her designee and announced at the Tournament Briefing. In most cases it will be the state limit covering the tournament waters. Only bass as described above which measure the official length (including legal slot lengths) on the longest straight line, shall be weighed. Bass presented for weigh-in, which fail to measure the official length (including legal slot lengths) shall result in a penalty 1 pound for each such bass, in addition to the loss of weight for each illegal (short or over the slot limit for the lake) fish, which penalty shall be deducted from the total score of the competitor; (III) Any bass that appears to have been mangled, mashed, mauled or otherwise altered will be weighed and credited only at the discretion of tournament officials; (IV) After a competitor checks in at the official checkpoint they MUST present all fish in their possession to a tournament official to be counted, measured and weighed. For each legal dead bass presented to weigh-in officials, the competitor shall be penalized the following, to be deducted from their daily score: (1) Dead Fish - .25 lb.; (2) Dead Fish - .75 lb.; (3) Dead Fish -1.25 lb.; (4) Dead Fish – 1.75 lb.; (5) Dead Fish – 2.25 lb. The Tournament Director or their designee shall have the sole authority for accessing penalty points; (V) A contestant must not knowingly allow any bass caught by him to be counted on the score of another contestant. In such a case, both contestants shall be disqualified from this tournament and subject to disqualification or other penalties, as determined by the Tournament Director or his/her designee, from all future tournaments conducted by ABN. When a competitor's catch is measured, counted and verified by a tournament official, that contestant may not return to his boat until his catch has been

weighed and recorded; (VI) ABN will furnish specially designed bags which increase survival rate for use during the weigh-in; (VII) The competitor must sign his/her weigh-in sheet to certify the competitor's catch.

15. TIES: (I) In case of a tie for first-place team in an ABN tournament, the money, if any, will be equally split with each tied team, Ties for lesser positions shall be resolved by means selected by the Tournament Director or his/her designee. (II) In a situation where individual competitors tie for 1st Place in ABN tournaments, the determination for 1st and 2nd Place positions shall be determined by an immediate "fish-off." The two competitors shall be directed to fish in a designated fishing area accompanied by an observer with cell phone. The first qualifying bass caught by either competitor in the fish off shall have the time recorded by the observer and reported to the Tournament Director. The first qualifying fish caught shall determine the First-Place finish in the tournament for both monetary award and AOY points. Ties for lesser positions shall combine the award for the placement position and the subsequent placement position and be equally divided between the competitors.

16. PAIRING OF CONTESTANTS AND OPERATION OF THE BOAT: (I) A competitor answering affirmatively the question, "Will you bring a boat and motor?" on the tournament entry form will be expected to make that boat and motor available for tournament use by himself/herself and his/her daily partner, if so designated by tournament officials. Those answering the same question negatively on the tournament entry form will be presumed not to have a boat and motor available and will be paired with a competitor who has a qualified boat, when possible. Announcement of your first day fishing partner shall be made at the Tournament Briefing, which MUST BE ATTENDED BY ALL COMPETITORS.

Anglers not attending the Official Tournament briefing without prior approval of absence from Tournament Officials may be accessed a \$25 Penalty fee.

Pairing of ANGLERS/CO-ANGLERS at scheduled tournaments will be made by tournament officials prior to the Tournament Briefing before the scheduled tournament. Anglers and Co-Anglers that want to be paired together will complete and submit **individual** entry forms listing each other as a link. Boater must list his Non-Boater partner and the Non-Boater partner must list the Boater partner. Both the Angler entry form and the Co-Angler entry form with payment must be received before anglers will be paired together. Anglers and Co-Anglers paired together that want to compete for **B.A.S.S. Team Championship** slots will pay an additional fee of \$10 each. Entry forms submitted by anglers and co-anglers without links will be paired randomly.

It shall be the responsibility of each partner to appear at a mutually agreed upon location with sufficient time remaining to blast-off at the official checkpoint and start on time. Tournament officials shall have no responsibility for finding missing partners. The Tournament Director or their designee, at his/her sole discretion, may reassign partners prior to the morning take-off.

17. WAIVER, RELEASE, AND ALTERNATE DISPUTE RESOLUTION AGREEMENT: As a condition for participation as a competitor in an ABN tournament or event, and by signature of the competitor on the ABN Official Tournament Entry Form, the competitor shall have agreed to the following Waiver, Release, and Alternative Dispute Resolution Agreement: "(I) I agree to be bound by and comply with all tournament rules and regulations. (II) I expressly assume all risks associated with the ABN Tournament or event and I hereby release ABN, the host, sponsors, tournament officials, officers, directors, and tournament site operators from all claims or injury and/or damage incurred in or with the tournament or event. (III) I hereby grant ABN the unconditional right to use my name, voice, photographic likeness and biographical information and fishing tips and instructions in connection with ABN video/audio production and/or articles and press releases, including Web site postings, and I shall not be entitled to receive any royalties or other compensation from ABN or sponsors in connection with such use. (IV) I and ABN agree that any and all disputes, claims, or controversies, not resolved by the above rule procedures or incidents occurring in any ABN tournament, of any kind or nature between us arising out of or relating to any tournament or event will be resolved through mandatory, binding arbitration. This agreement to arbitrate covers claims that (a) arise out of or relate to the current tournament in question; (b) arise out of or relate to any past ABN tournaments or events; (c) arise out of or relate to any future ABN tournaments or events; and (d) disputes about whether claims, controversies, or disputes between us are subject to arbitration. Because I and ABN have agreed to arbitration, neither of us will be deemed to have waived our right to arbitrate by filing a claim in such a court that is within that court's jurisdiction. (V) The arbitration between us will be conducted by any nationally recognized arbitration forum mutually agreed to by the parties, under its rules and procedures in effect at the time of

arbitration, except to the extent that the above Official Tournament Rules modifies our agreement to arbitrate. (VI) If I initiate the arbitration proceeding, I will pay the costs of arbitration, and if ABN initiates the arbitration proceeding, ABN shall bear the costs of the arbitration. (VII) The arbitrator shall be required to follow all substantive law applicable to any dispute, including the statute of limitations. The arbitrator shall be bound by the Federal Rules of Evidence, and must respect any applicable attorney-client privilege, or any other privilege. (VIII) I agree that I cannot serve as a class representative or participate as a class member in an arbitration proceeding, that only my claims may be addressed in the arbitration proceeding, and that no other parties may be added to the arbitration proceeding. (IX) If it is ever determined that some portion of this Waiver, Release, and Alternate Dispute resolution is void, voidable, or unenforceable, or if the inclusion of some provision in this agreement would render the agreement unenforceable, we agree that the void, voidable, or unenforceable provision will be severed from the remainder of the agreement, leaving the remainder of the agreement enforceable.