

WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE

In consideration of being allowed to participate in any way in Sterling Harbor Bait & Tackle's Duke of Fluke Tournament - Kayak Division, or related events and activities, the undersigned agrees to the following:

- I acknowledge and fully understand that I will be engaging in activities that involve risk of damage to personal property, or serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own actions or negligence, but the actions, inactions or negligence of others, as a result of kayaking, fishing, wading in the water and swimming, including but not limited to perils of seas and waterways, acts of other participants, adverse sea and weather conditions, and I hereby assume complete responsibility and liability for such risks. Further there may be other risks not known or not reasonably foreseeable at this time.
- I do hereby release, waive, discharge and covenant not to sue Sterling Harbor Bait & Tackle, Inc., its directors, agents, employees, sponsors, or any other individual in any way associated with Sterling Harbor Bait & Tackle, all of which are hereinafter referred to as "Releasees", from any and all liability to me, my heirs, and next of kin for any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence or any other actions of the Releasees or otherwise.
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
- I certify that my physical condition and training are adequate to enable me to compete safely in this Sterling Harbor - Duke of Fluke event.
- I hereby grant full permission to any and all of the sponsors of this event or their representatives to use any photographs, video tapes, and any other records of this event for any purpose whatsoever.
- This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.
- I hereby warrant and represent that I am over 18 years of age and have signed this waiver, release of liability and covenant not to sue, freely and voluntarily.
- I hereby warrant and represent that I am the parent or legal guardian for the above named participant, and that I have signed this waiver, release of liability and covenant not to sue freely and voluntarily in my capacity as their parent or legal guardian on their behalf.

I HAVE READ THE ABOVE WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HAVE SIGNED IT FREELY AND VOLUNTARILY.

Participant: _____ Signature: _____

Date: _____

Parent or
Legal Guardian: _____ Signature: _____

Date: _____

Sterling Harbor

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(609) 729-1425

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16th ANNUAL

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In Cash Prizes
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\$5,000
In Cash Prizes
Guaranteed

Sterling Harbor
BAIT & TACKLE



2ND ANNUAL KAYAK DIVISION

Saturday, July 11, 2009

From 7:30 am - 5:00 pm
At Sterling Harbor Marina
(Rain or Shine)

www.sterlingharbor.com

1020 W. RIO GRANDE AVENUE
WILDWOOD, NJ 08260
(609) 729-1425

STERLING HARBOR DUKE OF FLUKE KAYAK DIVISION RULES & REGULATIONS

- 1. Registration:** Contestants must be registered and entry fee of \$65.00 paid to Sterling Harbor Bait & Tackle before 7:00 AM on July 11, 2009. One (1) T-Shirt, one (1) dinner ticket, and one (1) raffle ticket are included with entry fee. Additional dinner tickets may be purchased for \$20.00.
- 2. Release of Liability:** A waiver and release of liability statement is part of the entry form and must be completed by each contestant.
- 3. Prizes:** This is a Flounder Tournament. Prizes and Trophies will be awarded for 1st, 2nd and 3rd Place Single Heaviest Flounder weighed-in.
- 4. Participation/Eligibility:** Participation is open to anyone 18 years of age or older. Minors are eligible to register and participate only if a parent or guardian also participates in the event. Minors MUST have his or her parent or legal guardian's signature on the release of liability form and entry form. Tournament Director reserves the right to decline the entry of any angler for any reason whatsoever.
- 5. Captains Meeting:** Will be held at 7:30 PM on Friday, July 10, 2009. All contestants are encouraged to attend the captains meeting.
- 6. Starting Time:** Check in is at Sterling Harbor Bait & Tackle at 7:30 AM on Saturday, July 11, 2009. All contestants must check-in to be eligible for Trophies/Prizes.
- 7. Safety:** The staff of Sterling Harbor Bait & Tackle and the Duke of Fluke Tournament takes your safety on the water very seriously, but ultimately it is the responsibility of each participant to
 - a. Know the limits of their own abilities
 - b. Be aware of their surroundings including weather, currents, local boating regulations, other vessels, etc.
 - c. Carry and know how to use all the personal safety equipment required by the USCG for a manually propelled vessel operating in coastal inshore waters.
 - d. Mandatory Safety items: The following items are mandatory to enter and MUST be carried by each participant while on the water: Kayak or Canoe and a paddle of sound construction and of suitable design for inshore coastal conditions, a USCG approved Type III or V Personal Flotation Device, USCG approved audible signaling device (whistle or better), USCG approved visual signaling device (signaling mirror or better), cell phone or Marine VHF Radio.
 - e. All contestants are expected to follow high standards of sportsmanship, courtesy and safety.
- 8. Permitted Fishing Methods:** All fish must be caught on a rod and reel. All fish must be caught from your kayak/canoe, except contestants may leave the boat to stand or to wade while fishing but MUST be in sight of their boat. Bank or wade fishing while your kayak/canoe is on a roof rack or trailer is prohibited. All Kayaks/Canoes will be exclusively human powered. No engines, sails, or towing assistance will be permitted during competition. At no time is any Kayak/Canoe permitted to approach another Kayak/Canoe or power boat.
- 9. Tandems/Sharing:** Tandem Kayaks are permitted provided

each angler is registered in the tournament. You may not pool, pass, share or help each other land fish. Fish may never be shared among contestants

- 10. Tournament Boundaries:** Contestants may fish any legal waters in Cape May County. You may launch from any place that gives you legal access. Fishing outside of Cape May County is prohibited. Ferrying or Mother shipping is prohibited. (i.e. using another vehicle or boat, motorized or not to transport your kayak to fishing location while on the water.)
- 11. Weather:** There are no weather make-up days unless tournament fishing is cancelled by the Tournament Director. The tournament is Captains Choice as for fishable weather conditions.
- 12. Weigh-In:** Weigh-in will begin at 4:00 PM. No fish will be accepted for weigh-in before 4:00 PM. All contestants must have their fish available for weigh-in at Sterling Harbor **no later than 5:00 PM. NO EXCEPTIONS.** Each contestant must weigh-in their own fish. Any contestants attempting to weigh-in an illegal size fish will be disqualified from the tournament, forfeit their entry fee, and be ineligible for any prizes.
- 13.** All fish will be subject to examinations externally and/or internally, or as any judge deems necessary. It shall be the responsibility of the contestant to keep eligible fish in suitable and proper condition until weigh-in. Any contestants attempting to weigh-in a fish deemed by the judge(s) to be shot, speared, gill-netted, gaffed, frozen, mutilated, altered in any way, or of questionable freshness will be disqualified from the tournament, forfeit their entry fee, and be ineligible for any prizes. In the event of any disputes arising from such examination, the decision of the judge(s) shall be final and not subject to appeal.
- 14.** Any participant caught breaking the rules or caught cheating in any way will be disqualified from this tournament, forfeit their entry fee, and be ineligible for any prizes.
- 15.** It is the intention of Sterling Harbor to conduct a fair, honest and professional tournament. Common sense and "spirit of the rule" shall apply at all times. Rules interpretation is left exclusively to the Tournament Director. The decisions of the Tournament Director are final in all matters and are not subject to appeal.
- 16. Disputes:** Any disputes or allegations of rule violations must be made in writing and delivered by the person making the allegation, with evidence, to the Tournament Director no later than fifteen minutes after the final fish is weighed in. In all cases, contestants agree to be bound by the ruling of the Tournament Director.
- 17. No Refunds.**
- 18. Awards Ceremony:** The Post Tournament Banquet and festivities will start at 6:00 PM. The Awards Ceremony will begin when everyone is finished eating. Approx. 8:00 PM.

Duke Of Fluke Registration Kayak Division

Please read and understand all tournament rules and regulations before completing and signing this form. Please Print All Information.

\$65.00 Duke Of Fluke Entry Fee Kayak Division

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Age: _____

Email: _____

Kayak or Canoe Make and Model: _____

Boat Color: _____

The captain of said vessel has read the rules and regulations of the Duke of Fluke Tournament Kayak Division and understands and agrees with them. Anyone who has provided false information is subject to immediate disqualification.

Captain's Signature:

Date: _____

TICKET & PAYMENT INFORMATION

Extra Dinner Tickets \$20.00 X _____ = \$ _____ . _____

Total Amount Enclosed \$ _____ . _____

You may cut and mail this registration form and the waiver form with the full amount of the registration fee and additions. Captain's Bags and Registration numbers are to be picked up at the Captain's Meeting. Please make check payable to Sterling Harbor Bait & Tackle and mail to:



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