

# Mandatory Captain's Meeting and Check Out at Chula Vista Yacht Club February 26, 2010 at 7:00pm

Make checks payable to: Chula Vista Yacht Club & mail completed form, signed waver & payment to: Chula Vista Yacht Club, 642 Marina Parkway #83, Chula Vista CA 91910

## WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE

In consideration of being allowed to participate in any way in Chula Vista Yacht Club, LLC's ("Chula Vista Yacht Club") or related events and activities, the undersigned agrees to the following:

\_\_\_\_\_ 1. Prior to participating, I will inspect the launch/tournament area and any equipment to be used, and if I believe anything is unsafe, I will immediately advise an agent or employee of Chula Vista Yacht Club of the existence of such condition(s) and refuse to participate.

\_\_\_\_\_ 2. 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, inactions 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 sea 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.

\_\_\_\_\_ 3. I do hereby release, waive, discharge and COVENANT NOT TO SUE Chula Vista Yacht Club, its directors, agents, employees, sponsors or any other individual in any way associated with Chula Vista Yacht Club, 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.

\_\_\_\_\_ 4. 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.

\_\_\_\_\_ 5. I certify that my physical condition and training are adequate to enable me to compete safely in this Chula Vista Yacht Club event.

\_\_\_\_\_ 6. I hereby grant full permission to any and all of the sponsors of this event or their representatives to use any photographs, video tapes, or any other records of this event for any purpose whatever.

\_\_\_\_\_ 7. 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.

\_\_\_\_\_ 8a. 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.

\_\_\_\_\_ 8b. 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 INITIALED EACH AND EVERY PARAGRAPH THERETO, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNED IT FREELY AND VOLUNTARILY.**

Participant's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(PLEASE PRINT)

Parent/Legal Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(PLEASE PRINT)

## **CHULA VISTA YACHT CLUB SOUTH BAY KAYAK TOURNAMENT - February 27, 2010**

**1. RULE CHANGES** - Rules may change or be edited at the discretion of the Tournament Director at any time up to tournament date. Final rules will be discussed and clarified at the Captain's Meeting. Decisions of the Tournament Director are final in all matters and are not subject to appeal. Protests must be made in writing and delivered to the Tournament Director within 30 minutes of the contestant's official check-in time.

**2. PARTICIPATION and ELIGIBILITY** - Participation is open to all anglers 18 years old or above. Anglers younger than 18 years old may participate upon submitting a release form with parent or guardian signature. Chula Vista Yacht Club (CVYC) must receive a completed entry form, waiver, and entry fee from each contestant. The entry fee includes the rights to fish, post tournament awards meal, three raffle ticket for door prizes, T-shirt, and Captain's bag (limited to first fifty paid entrants per Tourney).

**3. REGISTRATION and CAPTAIN'S MEETINGS** - Entry fee of \$50 can be paid by check, cash or credit card (at the Club). Registration will be accepted through the Captain's Meetings. The Captain's Meeting for The tournament will be held at 7:00pm, Friday February 26, 2010, at the Chula Vista Yacht Club. **Attendance at the Captain's meeting is not mandatory but highly recommended.** The first 50 paid entrants will receive their Captain's Bag at the meeting. If you cannot make the meeting you pick up your Captain's bag at the sign up table the morning of the event. Entry forms are available on line at: [www.CVYC.org/Tournament](http://www.CVYC.org/Tournament)

**4. SCORING** - The tournament will be a catch-release with all fishing taking place south of The Coronado Bridge only. Weigh-in boats will be on the water and can be hailed for fish weighin or you may weigh your catch in at the launch Ramp. No fish will be weighed after 2:30pm. If you are not in line by 2:00pm your fish will not be scored. Contestants can submit up to THREE fish for their total score for the bass and Three for the Mixed Bag.

**5. Qualifying Fish** - Sand Bass, Calico Bass and Spotted Bay Bass. There will be a separate category for Mixed Bag will include Halibut, White Sea Bass, Bonefish, Corvina and Croaker. A separate entry will be required for the mixed bag category. The tournament director will have final authority to review all submissions and certify winners.

**6. SAFETY** - Safety is of utmost importance and must be observed by all participants. Each participant is required to comply with US Coast Guard regulations including approved PFD. All USCG and CA boating regulations are in effect at all times. Failure to comply will result in immediate disqualification.

Participating boats encountering non-participating craft shall conform to USCG Navigation Rules, International-Inland. Be advised that no vessel has the "right-of-way" over a large ship in the deep water channel. USCG Navigational Rule 9 will be strictly enforced.

**7. SPORTSMANSHIP** - All participants are required to follow the highest standards of sportsmanship, courtesy and conservation. During competition, participants shall not obtain assistance including but not limited to following: from a non-participant's boat, the placing of markers by a non-participant, being towed, hauled, provided with electronic data or voice communication from non-participants. The possession/use of alcoholic beverages or illegal drugs is prohibited. Any possession/use of alcoholic beverages or illegal drugs, participation in criminal activity, or other conduct reflecting unfavorably upon our efforts to promote safety, sportsmanship, fair competition, and/or compliance with tournament rules, are grounds for immediate disqualification and return of any prizes awarded.

**8. PERMITTED FISHING LOCATIONS** - Any location south of the Coronado Bridge as long as the angler launches and returns to the Chula Vista Launch Ramp under their own power.

**9. PERMITTED FISHING METHODS** - All fish must be caught via hook and line using artificial bait only. All fish must be caught from a kayak. No wade fishing or shore fishing is permitted.

**10. OTHER** - Photos shall remain the sole property of CVYC to be used at their discretion. Participants agree to grant CVYC and their sponsors the unrestricted right to use their name, voice, photographic likenesses and biographical information in connection with CVYC tournaments, productions, promotions, articles, news releases and any/or other means determined by CVYC, and shall not be entitled to receive any compensation of any form in connection of said use. Tournament rule interpretation is exclusively assigned to the Tournament Director and his decision in said matters is final and not subject to appeal.

**11. PRIZES** - First through third place will be awarded to any paid contestant for the most weight of qualifying fish. A Junior Angler Award will be given to the Junior under 18 with the most weight of qualifying fish. A "Big Fish" award will be given to the contestant who scores the Heaviest qualifying fish. Raffle prizes will be given away to contestants during the post tournament awards ceremony and meal. Contestants must be in attendance to win raffle prizes.

**12. ENTRY FEE:** The entry fee is \$50.00. Should a contestant wish to participate in the mixed bag event a separate \$10.00 entry fee will be required at the check-in time or the captains meeting.

**13. CHECK IN** - Check in times will be between 5:00-6:30am. Check in location for the Tourney will be at Chula Vista Launch Ramp. All competitors must check in prior to 6:00 am no contestant may leave the Chula Vista Basin prior to horn sounding at 6:00 am. All Fish must be weighed no later than 2:30 pm to be eligible for fishing prizes.

**14. You must be checked in or be in line at 2:00pm to avoid disqualification. No exceptions.** At Check In you must indicate whether or not you are submitting your camera for review and fill out a scoring sheet. The post tournament award ceremony, raffles, and meal will begin at 3:30pm at the Chula Vista Yacht Club.

**15. NO MOTORS ALLOWED** - The use of a boat or motorized water vehicle to transport your boat on the water is prohibited. All craft must be self-propelled - no engines are allowed. Kayaks only.

**16. Only one** contestant per Kayak is allowed.

**17. The Tournament Director** is responsible for the final decision in all matters.

**18. RELEASE OF LIABILITY AND COVENANT NOT TO SUE.** A waiver, release of liability, and covenant not to sue must be signed by all contestants before competing in any tournament. It is required that all contestants take responsibility for themselves while participating in event activities.

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E Mail: \_\_\_\_\_

Boat Make & Model: \_\_\_\_\_ Shirt Size: (circle one) **S M L XL XXL**

Signature: \_\_\_\_\_ Emergency Contact \_\_\_\_\_

Mixed Bag Participant (add\$10.00) (circle one) **Y N** Additional Awards: Jr. (<18 yrs) Lady Sr. (>59 yrs)