



The terms and conditions presented in this contract apply between persons (anglers) registering for and participating in the 2021 MONSTERBASS Big Bass Championship (MBBC) “Events” include both “Challenges” (distributed competition where anglers do not congregate) and “Tournaments” (meet-up competition).

1. Participation and Eligibility

A. This event is promoted and managed by MONSTERBASS.

B. This event is presented in part by MONSTERBASS (MB) and all affiliated sponsors of the event. **No membership is required to participate.**

B. Minimum age to register and/or participate in this tournament is 14 years of age.

C. Waiver and Release of Liability — **By registering for this Event and as a condition of participation in this event, each Competitor agrees to accept the terms and conditions of the MBBC Waiver and Release of Liability Agreement attached hereto below:**

MONSTERBASS BIG BASS CHAMPIONSHIP

WAIVER AND RELEASE OF LIABILITY AGREEMENT

READ BEFORE REGISTERING FOR ANY MBBC EVENT

1. In consideration of being allowed to participate in any way in the MBBC Event and its related competition and activities, I, the undersigned (or registrant), being at least 14 years of age, acknowledge and agree/affirm that my participation in any MBBC Event is voluntary and declare that I am physically fit and capable to participate in the event.
2. I acknowledge that fishing participation and competition during events involves certain inherent dangers, and hazards; that the risk of injury from the activities involved in this event is significant, including the potential for permanent paralysis and death, and while particular skills, physical fitness, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF MBBC, or other participants, and assume full responsibility for my participation; and I willingly agree to comply with the stated and customary Terms and Conditions for Participation (tournament rules).
3. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of the MBBC Tournament Director.
4. In full recognition and appreciation of the dangers and risks inherent in MBBC activities, I, for myself and on behalf of my heirs, executors, administrators and assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS MBBC and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service and technology providers, with respect to any and all injury, disability, death, or loss or damage to person or property.
5. I hereby waive, release, and forever discharge MBBC and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service and technology providers from and against any and all claims, demands, actions, or causes of action, for costs, loss, expenses, or damages to personal property, or personal injury, or death, which may result from my participation in the MBBC Event.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING

AND REGISTERING FOR THE EVENT, AND AGREE TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND HEREBY DECLARE THAT BY REGISTERING AND PAYING THE ENTRY FEE FOR THIS AND ALL MBBC EVENTS ON THE TOURNAMENT MANAGEMENT SYSTEM (TOURNEY X) THAT SAID REGISTRATION DOCUMENTATION , RECEIPT, and/or ELECTRONIC FILING SHALL ALSO SERVE AS PROOF OF MY SIGNATURE BELOW:

Angler/Entrant Signature: REGISTERED ANGLER/ENTRANT

D. Name and Likeness Release — By registering for this Event, the angler grants to JMD FISHING the right to use all photographs, likenesses, stories, accounts, details of angler contributions, exploits, interviews, bloopers, and information pertinent to the MBBC event, as well as any video footage, photographs gathered at the event, for marketing and promotional purposes. This release is granted without expectation for additional compensation upon submission of event Registration.

E. All MBBC events are conducted using the Tourney X Tournament Management System.

F. Each angler who wishes to participate in any MBBC event must create a free Tourney X user account.

2. Payment

A. Anglers who desire to compete in any MBBC events are required to sign up for the event and pay the 10.00 entry fee on Tourney X or provide an entry fee waiver.

B. Angler agrees that once an Event Registration is submitted, the terms and conditions of the MBBC Tournament Rules and Waiver and Release of Liability Agreement constitute an Agreement that is a legally binding and enforceable obligation of the Angler.

C. No Satisfaction Guarantee — Angler understands and agrees that payment for the Event does not secure a guarantee or promise of satisfaction. Angler's failure or inability, for any reason except as otherwise provided herein, to participate in any or all of the activities of the Event does not entitle the angler to a refund or credit.

D. Angler Right to Cancel — Any angler who wishes to cancel a registration may do so by emailing the MBBC Tournament Director.

1.If cancellation email is dated 14 days or less from original date of purchase no administrative fee will be charged and angler/registrant will be entitled to a full refund.

2.If cancellation email is dated 15 days or more from original date of purchase angler will incur an administrative fee of \$10, and angler will be entitled to a refund of the balance of the Event Registration Fee.

3. No cancellations will be accepted, and no refunds will be provided after 30 days from original purchase.

E. MBBC, and any and all sponsors are not responsible for any refunds of expenses related to travel or lodging reservations or other payments involving third parties for participation in the event.

3. Competition Period

A. Competition start and end dates and times:

1. The qualifying period runs from May 1, 2020 12:00 am thru December 31, 2020 11:59 pm.

B. Under no circumstance will a fish photographed outside of the official Competition Start and End times be considered for scoring.

4. Location

A. Event location shall include all publicly accessed lakes, reservoirs, streams, ponds, and rivers within the jurisdiction of the United States.

B. Event fishing is allowed only on publicly accessible waters within the geographic area stated above. Violation will result in disqualification from the Event.

- C. Under no circumstance will a fish photographed outside of the official event area be considered for scoring.
- D. All registered anglers must possess a valid resident or tourist freshwater fishing license at the time, date, and geographical location and/or water boundary from which the bass is caught
- E. Under no circumstance will a bass entered into the tournament by a registered angler without a valid fishing license be considered for scoring.

5. Fish Eligibility

- A. only "black bass" are eligible for scoring during the MBBC Qualifying period and the MBBC Championship. This designation includes the Largemouth Bass – *Micropterus salmonids* and the Smallmouth Bass – *Micropterus dolomieu*.
- B. Length—The minimum length of bass scored in competition is 12 inches. Photos of bass shorter than the minimum specified for an Event will be denied.
- C. Condition—Bass must be hooked in the mouth or jaw. It may not appear to have been snagged, gaffed, snatched, or hooked in the body or a fin. Bass must appear to be alive. If bass appears to be dead, mutilated, frozen, mangled, or otherwise damaged or altered, or it appears to have been mashed, mauled, or otherwise altered, the photo will be denied.
- D. Caudal (Tail) Fin—The tip of at least one lobe of the caudal (tail) fin must be in contact with the measuring board. If the entire caudal (tail) fin is lifted away from the measuring board so that the tip is no longer in contact, the photo will be denied.
- E. Eye—The left eye must be visible in photo. Violation will result in denial of the photo.

6. Fishing Tackle, Equipment, and Methods

- A. All bass must be caught live, by the angler using only equipment and legal methods that comply with all sport fishing statutes and regulations of the states and body of water in which they are taken.
- B. Competitors are responsible for research of and compliance with all applicable fishing and boating regulations.
- C. Snatching or snagging fish is not permitted. When visually fishing a bed for spawning bass, to be admissible all bass must be hooked inside the mouth. Violation will result in disqualification from the Event
- D. All qualifying period bass must be caught on rod, reel, line and hook, biodegradable and/or other manufactured bait and artificial lures only. All championship event bass must be caught on rod, reel, biodegradable and/or other manufactured bait and artificial lures only **No live bait**.
- E. No traps, snares, set lines, netting or other methods of fishing other than rod, reel and line are permissible, even if legal under state game laws. Violation will result in disqualification from the Event.

7. MEASURING DEVICE

- A. Acceptable measuring boards include Fishing Online measuring board, NE Bassin measuring board and the Ketch Co Measuring Board, and/or other similar plastic and aluminum measuring boards. No rulers, onboard molded rulers, tape measures, etc.
- B. Measuring boards may be shortened to remove inches from the upper end (opposite the fence) For example, one may cut a measuring board off at the 26-inch mark in order to fit cross ways between a watercraft's gunwales. However, it may not be broken, snapped, or cut apart and then reassembled at any point between the two ends.
- C. A crack that does not separate the measuring board into pieces and does not affect the measuring board's accuracy may be repaired and reinforced for use. Violation will result in denial of photo.

8. Photo Standards

A. Each competitor must use a mobile phone with camera or a digital camera or video camera capable of producing still photos with memory card and/or download cable to submit digital photographs.

B. Each Competitor logs into his own Tourney X account and has his/her phones GPS turned on in order to submit photos of fish caught. Violation will result in denial of photo.

C. Digital photographs of each bass submitted to judges for scoring must meet these criteria:

1. Unique—Each digital photo submitted by the same Competitor in each Event must be of a different bass. Subsequent digital photos of the same bass submitted by the Competitor in an Event will be denied.
2. Visible/Legible—Each photo must be in sharply focused and clear enough for a judge to:
3. Verify the correct Identifier Form and Event ID Code. Inability of the judge to verify will result in denial of photo.
4. Verify the bass' condition. Violation will result in denial of photo.
5. Verify the bass' length. Judge will score fish at the greatest length of which he is certain.
6. Verify whether its jaw or lip is in contact with the measuring board fence. Inability of the judge to verify will result in a penalty of 1 inch
7. Except where covered by hand or fingers, the entire bass, from its mouth/jaw to the tip of its caudal (tail) fin, must be visible in photos. If either end is covered or cropped off, the photo will be denied.
8. Centered—Camera lens positioned directly over the center of the bass' body, which contributes to accurate measurement by judges. Photos taken at a low angle in order to obscure an open mouth may be denied or penalized at the Tournament Director's discretion.
9. First-generation—Each digital photo must be a first-generation image (not a photo or screenshot of another photo). Violation will result in denial of photo.
10. Identifiable—Official MBBC tournament id code above, below, or beside the bass (not covering any portion of the bass, unless attached to the Competitor's hand or arm). A hand-drawn form or image of the MBBC unique angler registrant code is permissible. Violation will result in denial of photo.
11. Hand Position. Hand or finger(s) may be in contact with the caudal peduncle (fleshy, scaled part of the bass' body at the base of the caudal fin) but not touching any portion of the caudal fin (tail fin). Violation will result in a 1-inch deduction in score.
12. No portion of a hand or finger may be under the fish's operculum (hard gill flap). Violation will result in denial of photo.
13. Bass' lip or jaw must be in contact with measuring board fence (bump board, upright), and the fence must be visible in the photo. Violation will result in denial of photo.
14. Mouth is preferred closed for uniformity of measurement. If mouth is clearly open less than 1/4 inch, no penalty will be assessed. If judge considers the mouth to be open 1/4 inch or more, even if it is structurally unable to close, a one-inch penalty will be assessed.
15. Not "In-possession." In most states, though not all, unless a bass is secured by a restraint device or is placed in a holding container, state regulatory agencies do not consider it to be "in possession" by Competitors, so states' minimum length regulations do not apply for photo submissions.
16. if Event takes place in a state where photographing a fish constitutes "possession," and a photo is submitted of a bass that does not comply with state size limits, the photo will be denied.
17. You must have your location settings turned on when taking a photo of your submission. The tournament director has the right to disqualify any submission that does not clearly provide GPS locations: example, the fish is being shown as entered in your driveway not the actual area landed. **TURN ON LOCATION SETTINGS.**

9. SCORING

A. Bass length is determined by its caudal fin (tail fin) touching or crossing the quarter-inch ridge/line on the measuring board. If it falls short of a 1/4-inch mark, the length is rounded down to the next lower 1/4-inch mark that the bass' caudal fin actually touches or crosses.

B. If any portion of a bass' caudal (tail) fin extends off the measuring board, the score will be determined by the highest 1/4-inch measurement reached or crossed by the portion of caudal fin on the Measuring Board.

C. Any portion of the caudal fin extending off the Measuring Board is not considered in scoring.

D. tournament ranking shall be determined by the total length of each bass entered in the event

E. In the event of a tie in length then the tie breaks in favor of the competitor with the single longest bass, and if still a tie, the angler whose longest bass photo was uploaded earliest.

Photo Blurry photo/length unclear: scored at the highest mark of which there is no doubt

Photo Blurry photo; completely unable to judge, Deny

Photo Appears to be second-generation (screen shot, photo of photo), Deny

Photo EXIF data and other evidence substantiates photo taken outside of Eligible Water boundaries, Deny

Photo EXIF data, other evidence substantiates photo was taken outside of competition hours, Deny

Photo Multiple digital photos submitted of the same bass; unintentional violation, Deny

Photo Multiple digital photos submitted of the same bass; evidence indicates intentionally, Ban

Photo Entire fish not in picture, Deny

Orientation Bass positioned with right side of body toward camera; head pointing right, and caudal fin left, Deny

Orientation Bass positioned with dorsal fins at bottom of photo, pelvic and anal fins upward, Deny

Identifier Official identifier Form missing, counterfeit, or incorrect for event, Deny

Identifier Form is lying on or covering any portion of the bass, Deny

Fish Secured by restraining device (e.g., stringer, tape, or clip attached to bass), Deny

Fish Photo violates state regulations regarding possession, Deny

Species Photo of any other than the species or varieties approved for the Competition Deny

Body length less 12", Deny

Body Any portion of a hand or fingers under the fish's operculum (hard gill flap) Deny

Body Finger(s) or hand touching the caudal (tail) fin 1.00"

Body Entire caudal (tail) fin entirely lifted away and out of contact with the measuring board Deny

Body Eye covered; not visible in photo Deny

Body Bass appears to have been snagged, snatched, or hooked in the body rather than mouth Deny

Body Bass appears to be dead, mutilated, frozen, mangled, or otherwise damaged
Deny

Body Bass appears to have been mashed, mauled, or otherwise altered to increase its length
Deny

Mouth Bass lip or jaw clearly not touching measuring board fence (upright end plate)
Deny

Mouth Unable to ascertain with certainty that bass lip or jaw is touching measuring board fence 1.00"

Mouth slightly open even if it appears to be structurally unable to close completely. 1.00"

10. Penalties

For each Event, the Tournament Director ("TD") will be identified, and he/she alone has the responsibility for interpretation and enforcement of the competition rules.

A. In the event of a rule violation, the Tournament Director may impose such penalties as deemed appropriate, including without limitation, the following:

1. Reduction of score (length) as described above
2. Loss of catch until the violation has been remedied
3. Disqualification from the tournament
4. Any additional penalties determined by the Tournament Director

Subject to the appeal process set forth below, the Tournament Director's decisions on violations are final.

B. Following a review of evidence, a determination of cheating or conviction of fraud will result in permanent suspension from competition in MBBC affiliated Events

C. Competitor acknowledges that the use of polygraph tests may be necessary to verify compliance with rules and to settle disputes and entry constitutes acceptance of this requirement and agreement to abide by its conclusion. Refusal by a Competitor to submit to a polygraph test is grounds for immediate disqualification from the Event and prohibition against future participation in any affiliated Event.

(Results of a polygraph test will not be the sole determining factor in the MBBC Management Review of a Competitor's eligibility for awards and qualification for future participation but may be one of several factors considered in such review).

D The MBBC Tournament director shall Have the discretion to determine the need for a Polygraph examination, be responsible for selecting an independent expert to administer the polygraph test, and establishing, in consultation with the expert administrator, the scope of the questions that may be asked during the test examination, and interpreting the results, and have sole responsibility of selecting the location, date, and time of the test with respect to all concerned parties schedule and travel cost.

E. The Competitor shall:

1. Make himself/herself available at the location selected by the Tournament Director
2. Cooperate in all respects with such test.

F. Competitors may be selected at random to undergo polygraph examinations during or following MBBC competitive Events.

G. unfair competition and non-compliance with tournament rules, shall be grounds for disqualification after circumstances are reviewed

11. Competitor Conduct

Competitors participating in any event must observe the applicable rules for the specific event in which they are participating and must conduct themselves at all times in a manner that reflects favorably on the sport of fishing tournaments or sponsors.

Competitors are expected to follow high standards of sportsmanship, courtesy, integrity, safety and conservation in support of the sport of bass fishing, especially when in the vicinity of non-Competitors who may be on or beside Eligible Water.

Any Competitor who violates these principles or behaves in ways the reflect unfavorably may forfeit tournament winnings, face suspension from future events, be permanently banned from competition, or any combination thereof deemed appropriate

12. Disputes and Appeals

A. If a Competitor wishes to dispute a rules violation penalty, a judge's scoring decision, or other action that materially affected the Competitor's ranking or prize eligibility, he must email a dispute with the Tournament Director within 24 hours (1 full day) following completion of Event judging. The dispute must include the following:

1. Event title, location, and date
2. Description or identification of penalty imposed, or condition being disputed

3. Reference to pertinent rule
4. Reason for dispute and requested action

Except for situations involving fraud or other law violation, any disputes submitted after the 24-hour dispute deadline will be reviewed without affecting the outcome of an event. No change in rank or reward will result from disputes submitted after the deadline

Only Competitors in the Event where the disputed action occurred may submit disputes. Disputes must be handled privately.

All parties directly involved will be provided a copy of the dispute.

The Tournament Director will review the Competitor's claims, thoroughly investigate the disputed decision, and issue a ruling.

13. Public Comments

A. The favorable public reputation of MBBC are valuable assets and intangible benefits for MBBC. Accordingly, it is an obligation of Competitors to refrain from comments in public forums and social media or to the news media that unreasonably attack or disparage the integrity of MBBC tournaments, tournament officials, sponsors, and fellow Anglers

Competitors are encouraged to express themselves and have the right to question the rules officials. Responsible expressions of legitimate disagreement with MBBC policies and decisions are encouraged, as opposed to attacks upon the integrity of the rules or officials. However, public comments that a Competitor knows, or should reasonably know, will harm the reputation of NEBCC, MBBC officials, MBBC members or sponsors, will result in disciplinary action.

B. Sponsor contributions will not be devalued by disputes or disagreements in public forums or social media platforms. Violation of this rule will result in participants permanent disqualification.

C. Publicly disputing any judgment decisions by a Tournament Director will result in participants permanent disqualification.

D. Any public dispute of final rulings, ongoing determination by judges or judging panel is grounds for immediate disqualification from the current Event and termination of any eligibility for future Events, even if previously qualified. This provision is not intended to discourage legitimate disputes but to ensure that a fair and unbiased approach is used, and the approved challenge and appeals processes are followed in determining the best possible outcome.

14. Awarding of Prizes

A. Approximately \$10,000.00 in prizes will be awarded to anglers across all 3 regions. If less than 5000 anglers register for the event, an adjusted amount equal to the percentage of registered anglers will be awarded.

B. Sponsor cash and/or prizes shall be distributed as received regardless of the number of MBBC registrations

C. Prizes will be processed after all photos submitted for scoring have been judged, the results reviewed by a separate panel, and disputes have been resolved.

15. Unavailability and Force Majeure

MBBC will use reasonable efforts to hold the Event; however, under no circumstances will MBBC be held responsible for unavailability caused by circumstances beyond MBBC's control, including flood, fire, hurricanes, earthquakes or other "acts of God," acts of government, civil unrest, acts of terror, strikes or labor problems nor will any Event Registration be cancelled, altered or amended once the Event has commenced on the basis of circumstances beyond MBBC's reasonable control.

16. Permissible Watercraft

A. There is no ban on use of watercraft.

16. Compliance with Laws

This Agreement shall be governed by the laws of California. All rights and obligations of the MBBC and the Angler under this Agreement are subject to all applicable federal, state and local laws and regulations. These terms and conditions shall be deemed revised to conform to applicable statutes, rules and regulations.

MBBC may modify the terms and conditions stated herein at any time in its sole and absolute discretion.

Registrants shall be bound by the modified Agreement and agrees that modifications shall be enforceable.

This Agreement constitutes the entire Agreement between the parties. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

I HAVE READ THE TOURNAMENT RULES AND HEREBY DECLARE THAT BY REGISTERING AND PAYING THE ENTRY FEE FOR THE 2021 MONSTERBASS BIG BASS CHAMPIONSHIP ON TOURNEY X THAT SAID REGISTRATION DOCUMENTATION , SALES RECEIPT, and/or ELECTRONIC FILING SHALL ALSO SERVE AS PROOF OF MY SIGNATURE BELOW, AND I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT CONTAINED WITHIN THE TOURNAMENT RULES, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, AND HEREBY DECLARE THAT BY REGISTERING AND PAYING THE ENTRY FEE FOR THE 2021 NEW ENGLAND - NORTHEAST BIG BASS CHALLENGE AND THE 2021 NEW ENGLAND - NORTHEAST BIG BASS CHALLENGE CHAMPIONSHIP ON THE TOURNAMENT MANAGEMENT SYSTEM (TOURNEY X) THAT SAID REGISTRATION DOCUMENTATION , PAYMENT RECEIPT, and/or ELECTRONIC FILING SHALL ALSO SERVE AS PROOF OF MY SIGNATURE BELOW.