



VIRGINIA KAYAK ANGLERS ELITE

Stafford, Virginia

Edited: February 2023

VKAE Standard Set Rules

1. Opening Information.

a. The terms and conditions presented in this document apply between Virginia Kayak Anglers Elite (VKAE) and those persons (referred to herein as “Competitor”) registering for and participating in VKAE competitive events. Each VKAE Challenge, Tournament or Event, (referred to herein as “Competition”) is a CPR (Catch-Photo-Release) contest in which each Competitor catches his own fish in places, during times, and by procedures permitted in all pertinent rules and regulations, digitally photographs them according to the standards described herein, and submits the lengths and photographs for verification. These Competitions are conducted according to VKAE Competition Rules found in two documents:

1. VKAE Standard Set Rules (this document) covers about 90% of the terms, conditions, and standards common to all VKAE Competition.

2. VKAE Event-specific rules (or Addendum rules) are located on the VKAE event-specific page, which includes details such as dates, locations, times, eligible water boundaries, restrictions, and exceptions or Addendum rules to the VKAE Standard Set Rules. Any exceptions, amendments, exclusions or modifications to the rules for specific events will be detailed exclusively in the event details page for that event.

b. Together, these two documents comprise the *VKAE Competition Rules*. As a condition of participation in any VKAE Competition, the competitor agrees to read, understand, and comply with all VKAE Competition Rules. Failure to comply will result in a penalty, which may range from points deductions to photo submission denial or disqualification from the competition.

c. The VKAE Tournament Director and Judge(s) will be identified on the VKAE event-specific page. The Tournament Director has responsibility for the interpretation and enforcement of the VKAE Competition Rules and may amplify or clarify them to make them more relevant or complete.

d. Any VKAE Standard Set Rules revisions will be highlighted in this document for 60 days or as necessary to call attention to the revision. Announcement of the rule changes will also be posted as soon as possible and will be effective immediately upon publishing in the VKAE Facebook Group, VKAE Facebook Page and posted on the VKAE website. VKAE will notify all members via all available methods of communication above and through email where available. Understanding and being aware of the most recent rules prior to engaging in any competition or event is the sole responsibility of the competitor.

2. Participation and Eligibility

a. **VKAE Club Membership.** Participation in VKAE competition is open only to current club members of VKAE unless specified in the event-specific rules. Competitors must be an active member by the event registration deadline. Non-members who register and compete in VKAE member-only competition are not eligible for prizes, ranking, and rewards. Club membership registration is conducted annually, with start and end dates ranging between January 1st through December 31st of the given calendar year.

b. **Professional Fishing Guides. Pro Guides/Captains** may be club members and compete in competitions providing they do not guide-for-pay on competitive waters within 30 Days prior to the event’s start-of-competition date.



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c. **Event Registration.** All VKAE competition events are conducted using a Tournament Management System (TMS). Each member who wishes to participate in competition must create a TMS user account and join Club VKAE before the first day of competition. Competitors then register for the VKAE event and pay the entry fee on the TMS. The event-specific page will provide event costs and details.

d. Entry Fees

1. Entry fee amounts, administrative surcharges, convenience fees, registration deadlines, late fee exceptions, and refund or transfer restrictions are specified on the event-specific page for each competition when applicable.

2. **No Satisfaction Guarantee.** Competitor understands and agrees that payment for the event does not secure a guarantee or promise of satisfaction.

3. Competitor'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 relieve or suspend the Competitor's obligation to make all payments required by VKAE rules on a timely basis, nor entitle the competitor to a refund or credit, except for reasons stated in this document..

4. **Payment.** Competitor agrees that once an event registration is submitted, the terms and conditions of the VKAE Competition Rules constitute an agreement that is a legally binding and an enforceable obligation of the Competitor.

5. **Competitor's Right to Cancel.** Cancellation before an event registration deadline, will be eligible for full credit to another VKAE event or a refund minus 10%. Refund deadlines and procedures are outlined in the event-specific rules. If a VKAE event is canceled, anglers will be fully refunded, or the entry fee can be credited towards another VKAE event. VKAE is not responsible for any refunds of expenses related to travel or lodging reservations or other payments involving third parties.

6. **Pre-Tournament Check-in.** Pre-Tournament check-in requirements will be specified in the event-specific rules of each event.

7. **Captain's Meeting Participation.** Competitors are required to attend an on-site Captain's Meeting or view a live or recorded "Virtual" Captain's Meeting webcast, as stipulated on the event-specific rules. Failure to comply may result in a Competitor's disqualification from the event.

3. Fish Eligibility

a. **Species.** Target species will be specified in the event-specific rules.

b. **Length.** The minimum length of any species in competition will be specified in event-specific rules.

c. **Condition.** Fish may not appear to be dead, mutilated, frozen, mangled, or otherwise damaged, or it appears to have been mashed, mauled, or otherwise altered.

d. **Harvest.** VKAE uses a catch-photo-release (CPR) format during competition. **Event-specific rules will indicate if harvesting of tournament scoring fish is authorized.** When harvesting is authorized, competitors are still encouraged to not harvest your catch during competition fishing. Doing so can create a negative perception or



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open tournament competitors into question of live photo rules violations. Because VKAE may authorize harvesting of tournament scoring fish for specific species events, the following “harvesting” rules apply:

1. Competitors who desire to harvest their catch must contact the Tournament Director prior to harvesting a tournament fish.
2. Competition rules for scoring submissions must be accomplished prior to harvesting a fish (i.e., the fish must be alive during the scoring photo process, and in accordance with 3.c of this document).
3. A video of the fish alive, on-board your kayak, and on your measuring board may be required by the Tournament Director when competitors request to harvest a tournament fish.
4. It is the responsibility of the competitor to have video documentation upon request of the Tournament Director..
5. It is the responsibility of the competitor to know and follow State laws and regulations regarding the possession, transport, release, and/or harvest of any fish or game.

4. Competition Period

a. Competition start and end dates and times are stated on the event-specific page. Competitors may place their watercraft in the water, occupy them, shove off, and then stage (float, drift, or anchor) in the immediate area until the official “Launch” time is reached, at which time they may proceed underway. Failure to comply may result in disqualification from the event. Tournament pre-fishing periods, off-limits periods, and other restrictions will be specified in the event-specific rules.

b. **Check-in.** Tournament competitors must check-in by complying with event-specific rules by the specified time. Failure to comply may result in disqualification from the event and forfeiture of all entitlements of that event.

5. Pre-fishing. Pre-fishing is considered to be any activity that takes place on eligible water defined in the event-specific rules including fishing, scouting, and graphing. At the end of the pre-fishing time specified in the event-specific rules, the angler must be off the water dedicated to the event.

6. Competition Area

a. Competitive fishing is allowed only on publicly accessible waters within the geographic area designated on the Event Page as “Eligible Water.” Photos of fish caught outside of eligible water boundaries will be denied.

1. Photos that competitors submit for scoring in competition must be of fish caught from Eligible Water. To be “Eligible,” the body of water must be inside the competition area boundary, during public-access hours, be accessible to the public, and be where fishing is permitted by regulations. Before or during competition, anglers are not allowed to make changes to the waterway and it must be utilized how it’s naturally presented. This includes but is not limited to adding, cutting or removing trees/ brush, digging/ filling ditches, adding or removing rocks and purposely adding or removing vegetation.

2. Any body of water that requires special permission is not eligible for VKAE competition unless specifically permitted per event-specific rules (i.e. Military Establishments, Membership Lakes, etc.)



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3. Community (neighborhood), resident only, or private waters that provide public access will not be used as tournament locations for VKAE events regardless of whether or not they allow public access.

4. If an eligible body of water has posted use times, it is eligible only during the hours permitted by the regulatory body. For example, if a park permits launching from daylight and closes at sunset, and that is the location used to access the eligible water, then the water becomes ineligible outside of the permitted launch times.

5. Use of private access to fish in any public waters is not permitted. Privately owned marinas, campgrounds and venues that allow paid public access are permitted provided that any member of the public can launch there, even if a fee is required

6. A competitor must access the water from or across publicly accessible areas. Additionally, anglers may not cast into or otherwise obtain access to off-limits areas from eligible water. Example: Posted/restricted spawning areas, sandbars, oyster beds, or other refuges.

7. Clarification of eligible waters is the sole responsibility of the competitor prior to engaging in competition. Fishing in off-limits waters is grounds for disqualification from the event.

b. VKAE event-specific rules will indicate which launch sites are permitted for each tournament. If VKAE event-specific rules announce an “any public launch permitted rule”, competitors may launch from any public-access directly into eligible water. Crossing restricted property to reach eligible water is not permitted. If multiple launch sites are permitted, competitors may relocate to other parts of eligible waters by moving to a different authorized launch during tournament hours. Competitors must launch and recover from the same launch site, to include when choosing to move and use multiple launch sites.

c. VKAE event-specific rules will indicate tournament boundaries for eligible waters. Competitors are restricted to fishing within these boundaries.

d. Watercraft must not be anchored in such a position as to prevent or block access for other watercraft or powerboats. Violation will result in disqualification from the event.

7. Cooperation, Assistance and Information Gathering.

a. Up until the end of the established pre-fishing period, competitors may fish with, openly share fishing information, and receive direct assistance from other anglers, teammates, and professional guides for tournament waters. See Rule 2.b regarding Professional Fishing Guides.

b. During the tournament hours competitors may not share information about locating or catching fish on tournament waters. This includes electronically or by mouth. This is an Individual tournament competition, not a Team competition. Anglers can still communicate to fellow anglers in general conversation, and specifically on how to respectfully share an area that all parties are utilizing. Just not to provide advantageous fishing information during competition play.

c. During the tournament hours an electronic device may not be used to speak to anyone about tournament waters, fishing strategies, techniques, etc. The device can be used for all other matters except for sharing tournament advantages with others. Any collaboration on or off the water with other competitors or non-competitors for the purpose of sharing or pooling winnings is strictly prohibited and will result in a disqualification of all involved.



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d. Competitors may not receive assistance in catching fish that are photographed and submitted for scoring, including boat positioning, casting, retrieving, hooking, playing, or landing a fish.

e. VKAE event-specific rules will indicate when "TEAM" tournament rules are authorized.

8. Fishing Tackle, Equipment, Methods and Measuring Boards

a. All fish submitted for score must be caught live by the Competitor who submits them for scoring using only equipment and legal methods that comply with all sportfishing statutes and regulations of the State and body of water in which they are taken. Competitors are responsible for research of and compliance with all applicable fishing and boating regulations. Snatching or snagging fish is not permitted. All fish must be hooked inside the mouth. Fish MAY NOT be retained (e.g., tethered or leashed in the water) to improve chances of catching another fish. Fish must be caught, photographed (and video where required) and released prior to resuming fishing.

b. All fish must be caught by the Competitor on rod, reel, line, and hook with artificial lures only. No traps, snares, set lines, or other methods of fishing other than rod, reel and line are permissible, even if legal under State game/fish laws.

c. Acceptable measuring boards.

1. Ketch Products Measuring Board (preferred brand for catch-photo-release tournaments)
2. Frabill Expandable Bump Board
3. YakGear FishStik Board
4. Hawq Trough

d. Measuring boards must be a "trough" style bump board from one of the Brands indicated above. VKAE event-specific rules will announce pre-launch measuring board inspections. Boards may not be broken, snapped, cracked, or cut apart and then reassembled.

e. A slight flex in a measuring board resulting from a fish's weight is allowed; however, Competitors are prohibited from deliberately flexing or deforming a measuring board by exerting pressure or reshaping it. Any modification of a measuring board that results in a misrepresentation of a fish's actual length is grounds for a competitor's disqualification from the event and may result in subsequent sanctions and penalties.

f. A clean measuring device is expected to ensure accurate scoring.

g. Competitors may not share measuring boards. Contact the Tournament Director if your board is lost or becomes unusable during tournament play.

h. Competitors are responsible for the condition of the measuring device they chose to use. Unreadable numbers, unreadable lines, dirty, faded, or other board conditions that could create mistakes in measuring or scoring photographs is a responsibility of the competitor.

i. **Technology.** VKAE event-specific rules will announce whether GPS is required.



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1. Each competitor is responsible for having the necessary technology with cellular service, GPS, location, and capture capability.

2. When a Competitor's technology becomes inoperable or is lost, they may share with other Competitors, provided each Competitor logs into his own TMS account in order to submit photos of fish he/she caught.

J. Lures and Bait. Event-specific rules will indicate whether artificial, or live, or both are authorized. Because VKAE may use the artificial lures only rule more often, the following "artificial lures only" rules apply: Artificial lures and biodegradable artificial lures may be used. No live, preserved, or prepared bait will be permitted during competition, with the exception of pork strips, rinds or bait scents.

k. Only ONE casting, spin-casting, spinning, or fly rod and reel may be in use at any one time. A rod and reel are considered to be "in use" when a lure attached to it by a line is in or on the water. A hung lure (one snagged in an overhanging tree) that is not in or on the water is not considered in use and the attached rod and reel may be set aside while another is in use.

l. If a Competitor breaks his line while setting the hook or retrieving a fish, he is allowed to make an attempt with the rod being used or by hand to secure the line and land the fish to be counted as legal. He may NOT hook the line with another lure, rod and reel, or other devices. If a Competitor loses his rod and reel while landing a fish he MAY use another rod and reel to retrieve the lost outfit. If after retrieval, the fish is still hooked, it may be landed, photographed, and submitted as a legal fish.

m. Nets and mouth/lip grippers may be used for landing fish during tournament competition. VKAE event-specific rules will announce the use of mouth grippers and when they apply to what species of fish during completion.

n. Fish may not be retained on stringers or in live wells, other than to momentarily revive the fish or to prepare for photographing the fish. It is the responsibility of the competitor to know and follow State laws and regulations regarding the possession, transport, release, and/or harvest of any fish or game.

9. Watercraft & Propulsion

a. Watercraft acceptable for use in VKAE competition are those manufactured and marketed as canoes, kayaks, or SUPs for which paddling is the primary means of propulsion. Any other watercraft must be submitted to the VKAE for review and approval prior to use in competition. Watercraft specifically approved as exceptions in advance of competition by VKAE are: Blue Sky Boatworks 360 Angler, Biyak, Greentop Enterprise Creek Boats, Solo Skiff, Beavertail Stealth.

b. Use of watercraft in competition other than those listed above as acceptable or exceptions will result in disqualification from the event.

c. Unless approved as exceptions by VKAE, the following watercraft may not be used in competition:

1. Gas- or liquid-fueled motorized or hybrid fuel/electric powerboats or personal watercraft
2. Sailboats
3. Jon boats
4. Pirogues, coracles and rowboats
5. Dinghies and skiffs



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6. Float tubes, inflatable rafts, and rigid inflatable boats (e.g., Zodiac)
7. Pontoon boats, pontoon-style pond boats, twin-hull watercraft, or similar.

d. Watercraft propulsion is restricted to paddle, pedal, pole, or electric motor.

e. Unless specifically prohibited on the event-specific page, use of a single electric propulsion unit per watercraft in VKAE competition is approved with the following restrictions: NOTE: No more than one electric motor may be installed on competitor's watercraft at any time during official competition times.

f. Competitors must comply with all boating regulations pertaining to motorized kayak/electric propulsion watercraft registration, use, and operating restrictions for the designated fishing area.

g. Electric motors used to propel a watercraft must be attached to the kayak in a safe manner for operation, and may not exceed the lesser of the manufacturer's labeled Maximum HP/Thrust Capacity.

h. Competitors are required to meet all documentation and registration requirements for operating a motorized watercraft including all required safety equipment and lighting.

i. Towing, transport, or relocation assistance from another watercraft, including "mother shipping," is NOT permitted except in cases of emergency, as when pulling a kayak from a danger zone or restricted area. Once the emergency has ended, the Competitor may resume fishing only if the watercraft was pulled no more than needed to be removed from the danger zone.

j. Trolling lure(s) attached to a single rod and towed behind a watercraft while underway is permitted in VKAE competition. Competitors must demonstrate sportsmanlike conduct and avoid impeding other competitors or recreational anglers while trolling.

k. Multiple fish caught on the same lure, at the same time (topwater, A-Rig, tandem rig, etc.) may both be accepted for scoring provided all fish are caught, photographed and released prior to resuming fishing. For this allowance to exist, both fish must be caught legally within the eligible waters and during a single cast and/or retrieve. The additional fish may be retained by a tether type restraining device (e.g., mouth gripper, Donkey Leash or landing net) while preparing for and taking photos of each fish.

10. Photo Standards. Digital photographs of each fish submitted to judges for scoring must meet these criteria:

a. **Unique.** Each digital photo submitted in each Event must be of a different fish. The Judge will deny subsequent digital photos of the same fish submitted by the Competitor. All fish must be caught, photographed (video where required) and released prior to resuming fishing for subsequent fish.

b. **Position/Visible/Legible.** Each photo must be in focus and clear enough for a judge to:

1. Fish must be positioned facing left, dorsal fin up (belly down), tail to the right.
2. Verify the VKAE Identifier card and event ID code. The inability of the judge to verify will result in the denial of the photo submission.
3. Verify the fish's condition. Violation will result in denial of the photo submission.



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4. Verify the fish's length. The judge will score fish at the greatest length of which he/she is certain.

5. Verify whether the fish's jaw or lip is in contact with the measuring board fence. The inability of the judge to verify will result in a minimum penalty of 1 inch and may result in denial of the photo submission at the judge's discretion.

6. The entire fish, from its mouth/jaw to the end of its caudal (tail) fin must be visible in photos. In addition, at least one visible one-inch increment of the measuring board must be clearly visible to make an accurate length determination (Example. If the fish is 17.75 and the 17 is covered, the 18' mark must be clearly visible). If either end of the fish is covered or cropped off, the photo may be denied at the judge's discretion.

c. **Centered.** Camera lens positioned directly over the center of the fish's body, which contributes to accurate measurement by judges. Photos taken at a low angle to obscure, manipulate, or distort the image may be denied or penalized at the judge's discretion.

d. **First-generation.** Each digital photo must be a first-generation image (not a photo of or screenshot of another photo). Violation will result in denial of the photo submission.

e. **Identifiable.** Identifier Cards can be placed above, below, or beside the fish (not laying on top of the fish), (not obstructing any part of the image of the measurement).

1. Only the VKAE identifier cards are acceptable for photo submission for a VKAE event. No hand-drawn images, codes written on hands, or forms from other series are permitted.

2. Additional (other) tournament identifiers (i.e, one photo submission for multiple tournaments occurring at the same time) may be photographed as long as the VKAE identifier card is clearly visible and the other tournament identifiers are presented in the photo according to VKAE rules.

f. **Background.** Competitors' watercraft must be clearly visible in all eligible photographs. Violation will result in denial of the photo submission. Watercraft must have been launched and underway to be eligible for submission. Kayak may not be in or on a vehicle or trailer while scoring photos are taken.

g. **Hand Position.** VKAE event-specific rules will announce when hands are authorized to be on the fish during measurement scoring photos. Rules for hand placement will be species specific/tournament specific. When event-specific rules allow for hand placement, it is recommended to take the photo with hand as close to centered on the fish as possible. When hand placement is allowed the following guidelines are:

1. No portion of the hand may enter the gill plate. Violation will result in denial of the photo submission.

2. The competitor's hand must be placed to provide a clear view of the fish's eye. Obstruction or coverage of any portion of the fish's eye will result in the denial of the photo submission. Hand must be placed forward of the Caudal peduncle (fleshy, scaled part of the bass' body at the base of the caudal fin (tail)). Competitor's hand may not contact any portion of the Caudal Peduncle past the back edge of the fish's dorsal or anal fin. Violation will result in denial of the photo submission.

h. **Mouth**



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1. The fish's lip or jaw must be in contact with the measuring board fence (bump board, upright), and the fence must be visible in the photo.

2. In bass fishing competition, a closed mouth is required for uniformity of measurement and to validate contact with the measuring board fence. If a judge considers the mouth to be open (even if it is structurally unable to close) a one inch penalty can be assessed. If the mouth is opened excessively in an attempt to make the fish appear longer, the entire fish may be denied.

3. Use of Mouth/Lip Grips will be indicated in the event-specific rules for landing and restraining fish. When a mouth style restraining device is authorized the Judge must see lip/ jaw touching the bump board fence in the scoring photo. One (1) inch deduction if the tool does not allow photo verification of lip/jaw touching the measuring board fence. Mouth style restraining devices such as Grippers (e.g., Fish Grip, Boga-Grip, etc.) must be a device intended for fishing. No tool box pliers or kitchen utensils.

4. The fish must be free of any other restraining device other than the approved Mouth/Lip Grips or hand in the scoring photo. Leaving the fish attached to hook and line, lures, stringers, or any other type of tether or leashing method will result in denial of the photo.

11. Scoring

a. Fish length is determined by its caudal fin (tail fin) touching or crossing the manufacturer's quarter-inch mark on the measuring board. If it falls short of a 1/4-inch factory mark, the length is rounded to the next lower 1/4-inch mark that the fish's caudal fin touches or crosses. The entire caudal fin lifted away and out of contact with the board will result in denial of the photo submission.

b. If any portion of a fish's caudal (tail) fin extends off the edge of a Measuring Board surface, 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. Any portion of the caudal fin extending off the edge of a Measuring Board is not considered in scoring.

c. Tournament ranking, contingency awards, Angler of the Year Points, and Championship qualification shall be determined by the aggregate length of each Competitor's photos remaining on the leaderboard when judging has concluded and the dispute period has closed. Unless otherwise stipulated on the event-specific page.

d. If a judge denies a Competitor's photo after the end-of-competition, it may be automatically replaced by a previously submitted and auto-culled photo; however, no Competitor may submit a replacement photo after the end-of-competition time.

e. In the event of a tie-in score, the tied competitors' longest (highest-scored) fish are compared, and the tie breaks in favor of the competitor with the longest (highest-scoring) fish. If the longest fish are equal, the second-longest fish are compared and determine which competitor wins the tie. If the second-longest are identical, the process repeats for each remaining fish. If all of the tied competitors' highest scoring fish are identical, the tie breaks in favor of the competitor whose last leaderboard photo was uploaded earliest.

12. Penalties. VKAE judges apply the following scoring criteria to adjust measurements, approve or deny photos, and penalize photos by deducting points (length), or disqualifying a Competitor.

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



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1. Reduction of score (length) as described above or as determined by the Tournament Director
 2. Loss of catch for the day or up until the violation has been remedied
 3. Disqualification from the tournament
- b. Any additional penalties determined by the Tournament Director that are in accordance with this document.
- c. Penalties are subject to the dispute and appeal processes set forth below.
- d. Following a review of the evidence, a determination by the Tournament Director of cheating or conviction of fraud will result in permanent revocation of VKAE Membership, suspension from all VKAE events and revocation of all VKAE Social Media privileges.
- e. Competitors may be required to undergo polygraph examinations during or following a VKAE competitive event as part of a violation determination.

13. Awarding of Prizes

- a. Prizes and numbers of positions paid out are addressed on the event-specific page. Amounts paid per rank are subject to change based on participation (lower value for fewer entries and higher value for more entries) and that of sponsor, partner, or charity provision.
- b. Prizes will be processed after all photos submitted for scoring have been judged, the results reviewed, and disputes have been resolved.
- c. No prizes won participating in VKAE competitions may be advertised or promoted for sale for one full year. Violation of this rule will result in ineligibility for all future competitions, revocation of Club membership, and forfeiture of qualification status.
- d. Competitors are responsible for all applicable taxes on both cash and merchandise awards. All prize recipients must fill out and submit a substitute IRS Form W-9 including name, address, social security number, signature, and date. These are used to prepare IRS 1099 forms for distribution in January.

14. Safety

- a. During competition, every Competitor is required to have Coast Guard safety equipment (e.g., light source, whistle or other audible signal devices, Coast Guard-approved, chest-type life preserver [PFD]).
- b. **PFD Usage.** At all times while actively engaged in competition, except as described below, the Competitor must wear a fastened USCG-certified vest-style PFD (inherent flotation or inflatable) or float jacket. A belt-style PFD, even one that deploys as a vest, is not permitted during competition. When an infraction, as described above, is verified by the Tournament Director, the competitor is disqualified from participation in the event.
- c. **PFD Wear Exceptions** — The competitor assumes responsibility for all consequences of removing his/her PFD. The competitor may cease competition and remove the PFD while his watercraft is beached, anchored, or adrift only



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if doing so creates no unsafe condition. The competitor must put on and securely fasten the PFD before going underway or resuming competition.

d. VKAE has the right to postpone or cancel the start of an official tournament day because of adverse weather conditions or other factors that jeopardize the Competitors' safety. Tournament waters may also be restricted at any time because of bad weather.

e. In the event of weather emergencies that pose an imminent threat to Competitors, VKAE may terminate competition before the scheduled end-of-competition time. An early termination announcement with an adjusted end-of-competition time will be broadcast to Competitors via email and group text messaging. It will also be posted on the TMS site and social media sites. The announcement will also specify an adjusted report-in time and location. If safe to do so, upon receiving the notification, the competitor should make his way to the specified location at that time. The competitor is required to stop fishing as soon as he receives the early termination announcement. No photos of fish caught after the adjusted end-of-competition time may be submitted for scoring. However, to accommodate those seeking shelter immediately, the competitor has up to 15 minutes after the adjusted end time to submit a photo of any fish caught before the adjusted end-of-competition time/photo submission deadline.

f. In the event of an emergency, the Competitor should call 911 first and then notify tournament officials as soon as possible.

g. Use of alcohol or drugs (other than those purchased over the counter, prescribed by a licensed physician, or approved by law) by any Competitor during an Event will not be tolerated and cause for automatic disqualification from this and all future VKAE competitions. No alcoholic beverages, non-prescription stimulants, or depressants shall be allowed in watercraft during competition days. 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 competition rules, shall be grounds for rejecting any application for participation and/or for disqualification after circumstances are reviewed by VKAE. Any disqualification, suspension from, or other disciplinary action regarding any tournament or fishing organization, shall be grounds for rejecting any application for participation in a VKAE competition, and/or disqualification from a VKAE competition.

h. **VKAE Night Competitions.** Events that take place between April 1 and September 30, in which competitors enter water(s) or return after 10:30 P.M., must comply with the following six stipulations in order for the event(s) to be eligible for Event Liability Insurance coverage provided through the North American Tournament Association's policy.

1. All participant boats must be equipped with working Coast Guard-approved running lights. Running lights must remain on in accordance with the governing state regulations. [Note: Kayaks are categorized by USCG as "oar-driving craft" and meet USCG requirements by having "at hand" an "electric torch" (a.k.a. flashlight) that can be used to signal other boaters. While anchored, all watercraft must display a 360-degree white light. Some states impose additional requirements.]

2. The VKAE will have predetermined the availability of cell phone or radio coverage to assure reasonable communications in the event of an emergency. [Note: All competitors should make sure their cell phone numbers are entered in the TMS and the Tournament Director should have a list of all competitors with cell phone numbers for texting or calls.]

3. The VKAE Tournament Director will have on hand the contact information for emergency rescue and medical services and must maintain the ability to make contact at all times during the competition.



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4. The governing authority, as required by law or ordinance, will be notified of the competition date and hours.

5. Competitors are restricted to an on-the-water speed limit of not more than 35 miles per hour between sunset and sunrise.

6. The VKAE Tournament Director shall have in place a system of accounting for the return of all participants. [Note: This includes not only an end-of-competition check-in but also a way for competitors who leave early to notify VKAE.]

15. Competitor Conduct. Competitors participating in any VKAE sanctioned event must observe the applicable rules for the Competition and must conduct themselves at all times in a manner that reflects favorably on the sport of kayak fishing, VKAE, its members, officers or representatives, partners and sponsors. Competitors are expected to follow high standards of sportsmanship, courtesy, integrity, safety, and conservation in support of the sport of kayak fishing, especially when in the vicinity of non-competitors who may be on or beside Eligible Water. Any Competitor who violates these principles, intentionally violates VKAE rules or regulations (attempts to commit fraud), or behaves in ways that reflect unfavorably upon VKAE efforts to promote fisheries conservation, clean waters, and courtesy, may forfeit competition winnings, face suspension from future VKAE competitions, be permanently banned from Club VKAE, or any combination thereof deemed appropriate by VKAE.

16. Public Comments

a. The favorable public reputation of VKAE as a professional organization in the sport of kayak fishing, the integrity and reputation of its officials, sponsors and partners, are valuable assets and tangible benefits for Club VKAE. 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 VKAE competitions, tournament officials, sponsors, fellow members, fellow Competitors, or the VKAE organization. Competitors are encouraged to express themselves and have the right to question the rules of officials. Responsible expressions of legitimate disagreement with VKAE policies 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, that harms the reputation of VKAE,, its officials, its members or its partner/ sponsors, may result in disciplinary action.

b. Sponsor contributions will not be devalued by disputes or disagreements in public forums or social media platforms.

c. Publicly disputing a judge's ruling or any dispute or appeal decision by a VKAE Tournament Director, or VKAE staff will result in the participant receiving a warning for a first offense. A repeat of the offense will result in disciplinary action up to disqualification from the current Event and permanent termination of eligibility for future VKAE 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.

17. Unavailability and Force Majeure. VKAE will use reasonable efforts to hold the Event; however, under no circumstances will VKAE be held responsible for unavailability caused by circumstances beyond VKAE 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 canceled, altered or amended once the Event has commenced on the basis of circumstances beyond VKAE reasonable control.



VIRGINIA KAYAK ANGLERS ELITE

Stafford, Virginia

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18. Compliance with Laws. This Agreement shall be governed by the laws of the State. All rights and obligations of VKAE and the Competitor 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. VKAE may modify the terms and conditions stated herein at any time at its sole and absolute discretion. Competitor shall be bound by the modified Agreement and agree that no other modifications shall be enforceable. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between the parties, whether written or oral. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. The waiver of any breach shall not constitute a waiver of any subsequent breach.

19. Waivers and Releases

a. **Name and Likeness Release** — By registering for this VKAE Events, the Competitor grants to VKAE the right to use all photographs, likenesses, stories, accounts, details of Competitor contributions, exploits, interviews, bloopers, and information pertinent to the VKAE 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.

b. **Waiver and Release of Liability** — As a condition of participation in a Competition, and by virtue of registering for the Competition, each Competitor agrees to accept the terms and condition of the VKAE Waiver and Release of Liability Agreement. This Agreement absolves VKAE, its officers, staff, and volunteers from responsibility and threat of litigation in the case of injury, loss, or death sustained by a Competitor in the Event. Registrants under the age of 18 must have their waiver/release form signed by the parent or adult guardian who will accompany them throughout competition. A printed copy of the VKAE Waiver and Release Form is available at the Event HQ Check-in Table and must be signed and on file with VKAE before a registrant is eligible to compete.

END



VIRGINIA KAYAK ANGLERS ELITE

Stafford, Virginia

Edited: February 2023

VIRGINIA KAYAK ANGLERS ELITE (VKAE) WAIVER AND RELEASE OF LIABILITY AGREEMENT

READ BEFORE REGISTERING FOR ANY VKAE COMPETITIVE EVENT

In consideration of being allowed to participate in any way in the VKAE Event and its related competition and activities, I, the undersigned (or registrant), being at least 18 years of age, acknowledge, appreciate, and agree that:

1. I affirm that my participation in any VKAE Event is voluntary and declare that I am physically fit and capable to participate in such; and
2. I acknowledge that kayak fishing participation and competition 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,
3. 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; and,
4. I willingly agree to comply with the stated and customary Terms and Conditions for Participation. 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 VKAE Staff, Officers, Tournament Directors or contracted tournament management services, partners and sponsors..
5. In full recognition and appreciation of the dangers and risks inherent in such 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 VKAE and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service/management and technology providers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law, and I hereby waive, release, and forever discharge Releasees 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 VKAE 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 SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

x _____

Participant's Name (Print)

Participant's Signature

Date of Signing

Participant's Age

(Note If Participant is under 18 years of age, do not use this form. Registrant and Adult Supervisor must use "Youth Registrants" form)



VIRGINIA KAYAK ANGLERS ELITE

Stafford, Virginia

Edited: February 2023

VIRGINIA KAYAK ANGLERS ELITE (VKAE) (YOUTH) WAIVER AND RELEASE OF LIABILITY AGREEMENT

READ BEFORE REGISTERING FOR ANY VKAE COMPETITIVE EVENT

In consideration of being allowed to participate in any way in the VKAE Event and its related competition and activities, I, the undersigned (or Registrant), being under the age of 18, acknowledge, appreciate, and agree that:

1. I affirm that Registrant's participation in any VKAE Event is voluntary and declare that Registrant is physically fit and capable to participate in such; and
2. I acknowledge that kayak fishing participation and competition 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,
3. Registrant (and Adult Parent, Guardian, or Designated Adult Supervisor) 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 Registrant's participation; and,
4. Registrant willingly agrees to comply with the stated and customary Terms and Conditions for Participation. If, however, Registrant or Adult Supervisor observes any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of VKAE Staff, Officers, Tournament Directors or contracted tournament management services.
5. In full recognition and appreciation of the dangers and risks inherent in such 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 VKAE and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service/management and technology providers (including but not limited to TourneyX), and, if applicable, owners and lessors of premises used for the activity ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law, and I hereby waive, release, and forever discharge Releasees 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 Registrant's participation in the VKAE 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 SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Registrant's Name (Print)

X _____
Registrant's Signature

Date of Signing

Registrant's Age

[] I will serve as Adult Supervisor and will accompany Registrant while he is on the water during competition hours. [] In place of or in addition to me, the Adult VKAE Member designated below will act as the Adult Supervisor and will accompany Registrant while he is on the water during competition hours.

Parent's or Guardian's Name (Print)

X _____
Parent's or Guardian's Signature

Designated Adult Supervisor's Name (Print)

X _____
Designee's Signature