

# General Rules, Regulations & Liability

The following rules shall apply to the Bass Pro Shops Lake Simcoe Open except that (i) these rules may be changed by the Tournament Director (TD) and/or the Tournament Organizing Group (TOG) immediately upon notice to its members, sponsors, partners, suppliers and/or participants, which notice may be published on [www.simcoeopen.com](http://www.simcoeopen.com). Interpretation and enforcement of these rules shall be left solely to the TD and/or TOG (or to his/her designee). In the event of a rule violation, the TD or TOG (or an established rules committee) may impose such sanctions as deemed appropriate by them; including, without limitation to, disqualification, forfeiture of prizes, entry fee and prohibition from participation in subsequent tournaments. Subject to any protests process in paragraph 28, below, the decision of the TD or TOG (or his/her designee) shall be final in all matters. Penalties for rule(s) violation(s) may include the following: (a) disqualification from the tournament, (b) disqualification from future tournaments/events, whereby disqualification may be from a specific number of events or for a specific period of time or may be a lifetime disqualification and, (c) any different or additional penalties determined by the TD or TOG.

## PARTICIPANTS, ELIGIBILITY & COMPETITION:

1. Competitors must be 16 years of age or older. Competitors under the age of 18 must have written parental consent. **All** competitors must sign a (current) completed proof of the General Rules, Regulations & Liability. It is the competitors' responsibility to ensure this has been completed/submitted.
2. Entry fees are non-refundable. The TD and/or TOG reserve the right to refuse or deny application. Payments must be received in-full on receipt of application; failure to do so will result in forfeiture of the Team's application or entry position.
  - 2a. TD and/or TOG reserve the right to add up to 10 boats to the proposed 90 boat cap in 2010. A waiting list will be compiled and farmed on a first-come, first-serve basis.
  - 2b. TD and/or TOG reserve the right to randomly board or place a Scrutineer in any competitor's boat for observation.
3. All competitors must hold a valid Ontario Ministry of Natural Resources Fishing License and must be on your person & produced upon request – MNR Conservation Licenses are not valid for the Lake Simcoe Open.
- 3a. All Federal & Provincial fishing, boating and criminal laws must be obeyed.
4. No live bait; artificial lures only.
5. You are not allowed to have the species of fish you are competing for in your live wells during pre-fish and/or up to 5-days prior to the event itself.
6. Competitors must be off the water by 5:00pm the Friday night prior to the event.
7. Event Fish Limit: Five (5) Bass. In the event a Team is found to be over the event limit, the TD and/or TOG will cull down to five fish; starting with your largest fish. No traveling with more than the event fish limit or the above rule will apply.
8. You must have an operating live well. Once occupied, aeration must remain constant/on at all times.
9. Minimum Size: 12 inches! Short Fish will not be weighed.
  - 11b. penalty will be applied for each occurrence/fish.
10. 11b. penalty per dead fish.

10a. A dead fish may not be "Big Fish" and may not be eligible for the "Record" or "Tundra Challenge".

11. Any contested "Big Fish", "Record" or "Tundra Challenge" may be tested for illegal substances, internal or otherwise, for verification. If intentional tampering to increase the weight of any fish is confirmed, it will result in immediate disqualification and a permanent ban on fishing any future Lake Simcoe Open events for both members of the Team in question. *Any fraudulent intent will be met with strict legal prosecution!*

12. If in question, any cash/prize winning competitors must agree to take a lie detector test and pass before receiving their prize. The cost of the test will come out of the payback if the protest stands. If the Team in question is deemed innocent of those accusations put forward, the protesting Team will pay the cost of the test. Participants must make themselves available within 7-days (after) the BPS Lake Simcoe Open.

13. Zero tolerance for unsportsmanlike Conduct (at discretion of TD and/or TOG). Automatic disqualification will result without refund.

14. Competitors must wear an approved floatation device while outboard is running. Competitors' boats must meet all required boater safety specifications and is the responsibility of the Team as a whole. Failure to do so will result in disqualification.

15. Boats must be 16ft or greater and considered seaworthy. No canoes or kayaks permitted.

16. Identification numbers will be assigned & boats flagged; these must be made clearly visible.

17. All boats must carry a minimum of \$1,000,000 insurance liability. Proof of insurance must be produced upon registration and per request.

18. All boats must adhere to the maximum horsepower rating for the boat in question per plate. Kickers are permitted. At their discretion, the TD and/or TOG reserve the right to refuse unsafe vessels.

19. All combustion engines must have operating kill switches that are attached to the driver when operating.

20. 10 km/hr (6 mph) or less within 30m (100 feet) of shore. Exceptions: in buoyed channels & canals, on rivers, or sections of rivers less than 100m in width, unless otherwise posted. No passing allowed in posted zones unless you are waived through.

21. No fishing within 100yds of OMNR nets.

21a. You must remain 100ft (33yds) from another competitor!

22. Do not approach or board another vessel during the course of the event. Only in case of emergency (see rule 25 for more details).

23. If in need of fuel or repairs, one competitor is to remain with the boat at all times and a valid receipt must be produced for verification if so required.

24. If your boat is deemed no longer functional you may acquire tow by another vessel (competitor or non-competitor). If the tow Team feels for any reason that they cannot tow you as it may jeopardize their respective standing, you must respect their decision and either abort your fish and seek a ride back or await another tow.

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25. Fish can be transferred to another competitor's boat only; one of the downed Team members must stay with the fish and bear witness at all times. Notification must be made immediately to Check-In Boat/TD and/or TOG via cell phone.

If you choose to transfer your fish into a competitor's boat, the live well(s) must be separate or you must use a system to clearly identify your fish from a competitor's. Fish cannot be combined within the same live well. If fish are combined in any manner (accidental or otherwise), both Teams' weights will be disqualified. No fishing permitted while in rescue. Rescue boat must proceed directly to Check-In Boat for transfer. Downed boat must report directly to Check-In for inspection purposes. If, after inspection, the fish from the downed boat are found to be tampered with, this will result in disqualification and the rescuing Team placed in protest.

Prize money will be held until further investigation & determination. All competitors must comply with Rule 16 as it pertains to personal floatation devices.

26. If a broken down Team requires a tow by the TD and/or TOG or their boats, the competitors must release their fish. TD and/or TOG must remain impartial to all competing Teams and therefore cannot act in an individual manner causing conflict and/or the perception of bias. Emergencies may nullify the aforementioned.

27. If a broken down boat returns to the tournament site and the Team manages to repair their vessel or make the decision to change boats; prior to transferring fish, the boat must be inspected and registered with the TD and/or TOG.

28. Any protests of violations must be made in writing and delivered to the Check-In Boat. Any violations occurring after check-in can be made to the TD and/or TOG. Cost of protest: \$100. Protests must be filed before weighing in.

29. You must report to Check-In boat. You may check-in at the tournament site up to 60 minutes prior to check-in time (3:00pm). Otherwise, you must return to the Check-In Boat. Any boats arriving at the Check-In Boat after the Official Tournament Time will be penalized 1lb. per minute.

30. Official Tournament Time will be established and in accord prior to Blast-Off.

31. In the event of a (first) place tie, the competing Teams will fish for an additional hour; heaviest weight wins. Combining the payout placings and purse splitting will equally resolve ties for all other positions.

32. In the case of extreme weather conditions or severe, sustained winds/weather warnings, the tournament may be delayed, rescheduled or cancelled. The intent is to host the event the same day (isolated to Lake Couchiching only) unless forecasted weather conditions (small craft warnings etc.) could also make fishing unsafe. Thereby, the event would then be rescheduled to the following day at the discretion of TD and/or TOG.

33. Cell phones are for emergency use only. Each Team will be required to have one fully charged cell phone onboard for emergency purposes. That cell number MUST be supplied to TD and/or TOG at registration and the Team is obliged to write down the TD's and/or TOG's contact number(s) for emergency use on the water.

34. Presence of alcohol and/or any illegal substance will result in immediate disqualification with no refund.

35. All TD's and/or TOG's rulings are final and revocable where deemed necessary or in error.

36. If you witness an act in violation of the rules, it is considered an infraction to not report it to the TD and/or TOG and may lead to disqualification.

37. The TD and/or TOG reserve the right to amend the rules and regulations as they see fit without notice.

38. Any and all taxes payable are the responsibility of respective winners/winning recipients.

## REGISTRATION:

Each competitor must register in person with the Tournament Organizer Group at the time and place designated in the schedule of events. No Exceptions. It shall be each competitor's responsibility to check the schedule of events for registration time and location.

## TACKLE & EQUIPMENT:

The use of grippers in landing bass is prohibited. Only artificial lures and biodegradable artificial lures may be used. No "live bait" or "prepared bait" will be permitted during official practice and competition. Only ONE rod and reel may be used at any one time. Other rigs as specified above may be in the boat ready for use; however, only ONE is permitted in use at any given time. All bass must be caught live and in a conventional sporting manner. Anyone guilty of snagging visible fish will have his/her catch disqualified.

## SAFETY:

1. Safe boat conduct must be observed at all times by tournament competitors. During the official practice and competition, each competitor must wear an approved floatation device. This floatation device must be worn at all times while the combustion engine is operating. This approved floatation device must be strapped, snapped or zippered securely and maintained in that condition until the combustion engine is shut off. Violation of this rule shall be reason for disqualification.

2. The TD and/or TOG has the right to delay, shorten or cancel the start of an official tournament day due to bad weather or other factors that would otherwise endanger the safety of the competitors. Tournament waters may also be restricted at any time because of bad weather.

3. In the event of an emergency situation, competitors should call 911 first and then notify the TD and/or TOG.

4. Competitors are allowed to leave the boat and seek safe shelter in bad weather where danger may be imminent.

## ANGLER CODE OF CONDUCT:

Anglers shall, at all times, conduct themselves in a manner becoming of anglers that will not reflect unfavorably on the Bass Pro Shops Lake Simcoe Open, TD and/or TOG, participating organizations/agencies, it's members, officers, representatives, tournament or sponsors and/or suppliers. To this end, anglers shall use their best efforts to demonstrate professionalism and integrity in support of the sport of fishing.

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## MEDIA COMMENTS:

In an effort to further establish the integrity of the sport of fishing, the future of the Bass Pro Shops Lakes Simcoe Open, it is the obligation of competitors to refrain from comments to the news media that unreasonably attack or disparage the integrity of the sport of fishing, the Bass Pro Shops Lake Simcoe Open, the TD and/or TOG, sponsors, suppliers and fellow competitors alike. Please uphold a level of decorum favorable to the growth and integrity of the sport as a whole.

**Record Payout:** the Record Payout will be held in trust and awarded to the Team that breaks the 30.35lb mark (30.36lb or greater); herein know as the "Record", until such a time whereby a *new* Record is established up and over this mark. Teams incurring any penalties are automatically disqualified from Record Payout eligibility. In the event that two Teams break the Record, the Team with the heaviest winning weight (bag), will be deemed the successful recipient. Should the Record go unbroken, those funds held in trust will carry over to the following year's Lake Simcoe Open and the sum of the accrued Record Payout will be awarded in the event the Record is broken. When the Record Payout is awarded, the Record Payout monies will renew and again be considered Record Payout for subsequent years to the Team that successfully breaks the *new* Record as established. Note: If the Record five-fish limit (bag) is broken at another Canadian tournament prior to the BPS Lake Simcoe Open, the participating/qualifying/winning Team would have to break the *new* Record as established.

**Yamaha Big Fish:** the Big Fish payout constitutes the \$20 per boat commitment at entry and is determined based on the size of the field. Yamaha Motor Canada will commit an additional \$20 per boat toward the Yamaha Big Fish. A dead fish upon check-in is not eligible for "Big Fish".

**All-New Ontario Record:** the existing Ontario record smallmouth bass is accredited to Andy Anderson at 9.84lb. measuring 24" in length and 18.25" in girth. In the event the existing Ontario record smallmouth bass is surpassed (9.85lb or greater) on Lake Simcoe during the one-day Lake Simcoe Open by a registered participant, complying with all rules and regulations as set forth, and is formally established and subsequently recognized by on-site Ministry of Natural Resources staff, TD and/or TOG (with a signed affidavit), the successful angler will be the proud new owner of an All-New Toyota Tundra courtesy of Maple Toyota and an All-New Tracker Tundra courtesy of Tracker Marine Boat Centre/Bass Pro Shops. In the event two fish are weighed in over the existing record (9.84lb), only the heaviest fish, the New Record, will be eligible for the Tundra Challenge. Exact prize may *not* be as displayed. The award of said prize will not be registered directly after the event but in subsequent follow-up with the Bass Pro Shops Lake Simcoe Open Tournament Organizing Group. A dead fish upon check-in is not eligible for the All-New Ontario Record – "Tundra Challenge". Furthermore, any foreign objects (i.e. embedded jig heads, hooks or otherwise) must also be removed before an official weight is determined.

All prize awards are to be made by the TD or TOG in accord of the General Rules, Regulation & Liability. The TD's and/or TOG's decisions are final and passed without bias and with the utmost sportsmanlike conduct (in consideration thereof). The prize awards are determined based on the eligibility of each participating Team, their respective final standings and the stipulations set forth in the understanding of the prize awards themselves.

*I have read and am familiar with the General Rules, Regulations & Liability including all pre-fishing stipulations and the recommendation that floater suits be used at all times. In signing the Lake Simcoe Open Application & General Rules, Regulations & Liability, I hereby agree to hold harmless all contestants, partners, tournament directors, parks, property owners, sponsors and organizers from bodily injury or any damages incurred in connection with these event(s). I am also aware that these events may be filmed for future broadcast and photographed for print distribution and other intended medias or promotional vehicles; I hereby permit the use of said images of my person at no cost.*

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_