

RULES, RELEASE, AND INDEMNITY AGREEMENT **2020 CCA SUMMER STEELHEAD CHALLENGE**

PARTICIPATION: Only members in good standing with the Coastal Conservation Association, or its youth organization, the New Tide, during the contestants' participation in the Summer Steelhead Challenge ("Derby") and who register for the Derby and have paid all fees associated therewith shall be participants in the Derby. Any participant who has been previously disqualified in any CCA derby shall be ineligible to participate. CCA employees and their immediate family members are not eligible to participate in this Derby. **Participant agrees that any boat or floating device used during this derby has not been outside the Columbia River, its tributaries, or other waters within the state of Washington within the last 30 days.**

DATES/TIME: The Derby will take place on July 17-19, 2020. Only fish caught during this period will be eligible.

FISH AND FISHING METHOD: Participants must comply with all applicable laws, regulations and sport fishing rules governing the recreational harvest of Steelhead in the state in which they are fishing. Only hatchery Steelhead with clipped adipose fin and healed scar are eligible for entry in the Derby. Even if retention of wild Steelhead is legal in a certain river or stream in Washington or Oregon, no wild Steelhead are eligible for entry in the Derby. Fish entered into competition must have been caught and landed by the registered participant on sport fishing rod, hook and line.

BOUNDARIES: Boundaries are the Columbia River and its tributaries in the State of Oregon or State of Washington subject to applicable State regulations. Any fish taken outside Derby boundaries, from private impoundments or other waters not legally accessible to the general public, will not be eligible for entry.

ENTERING FISH: All winning fish shall be determined by weight. Fish must be weighed gutted and with the blood line removed. Fish's weight will be recorded to the nearest one hundredth of a pound as indicated by the digital graduations on the scale. Visual fractionalizing of these graduations is not allowed. The weight determined by the official check-in personnel is final. In the event of a tie, the fish that was checked-in first shall be declared the winner. All fish entered into competition must have been caught by the participant and must be measured and presented, at the designated official Derby check-in station, as soon as practicable after landing and in no event more than twenty-four (24) hours after landing. All fish entered shall be weighed only once at the designated official Derby check-in station. Participants wishing to enter a fish in the Derby shall complete and sign the official Derby check-in form in advance of check-in. The participant shall present his or her proof of identity (driver's license or identification card). For youth participants, CCA membership card or proof of entry will be accepted. No fish will be weighed or entered without the participant signing the official Derby check-in form. No transfer of fish among Derby participants shall be allowed. No fish will be checked-in after 2:00 p.m. on July 19, 2020. No frozen, spoiled, altered, or mutilated fish will be eligible for entry. Any person, including minors, entering a prizewinning fish must agree to submit to a polygraph examination and abide by its conclusion.

CHEATING: Don't cheat! Anyone who violates these rules will be disqualified from the Derby, will be banned from all other CCA derbies for life, and will be reported to the CCA national office with recommendation for expulsion from CCA. Further, CCA intends to report to law enforcement and/or to legally prosecute any participant who intentionally violates the rules of the Derby with intent to secure pecuniary gain. Any individual who registers for this derby consents to take a polygraph test to verify compliance with these rules. The determination of the Derby Committee regarding interpretation of derby rules and compliance or non-compliance by a participant therewith shall be final, binding and non-appealable.

PRIZES: Participants shall be eligible to win only one Grand prize in this Derby. The Derby Committee shall designate the prize (or its equivalent) for 1st, 2nd, and 3rd place prizes in the large fish category plus smallest fish, ladies' largest fish, and largest youth fish. All decisions of the Derby Committee are final and not subject to appeal.

YOUTH PARTICIPANT RULES: CCA members under the age of 18 years old may compete. All the rules, releases and indemnity agreements and eligibility for the Derby apply to the Youth participants. To be eligible to fish as a Youth, angler must be a New Tide member (and must be under 18 years old on July 19, 2020). Youth participants are eligible for all prize categories although eligible to win only one Grand prize.

OTHER RULES: If a participant under 18 years of age wins a prize, his or her legal representative over 18 years of age will receive the prize on his/her behalf. Any protests must be submitted, in writing, to the Derby Committee at 12013 NE 99th Street Suite 1680 Vancouver Washington 98682 by 5:00 p.m. on July 20, 2020. The decision of the Derby Committee, in its sole discretion, shall be final on any and all matters and not subject to appeal. In the event of litigation between a participant and CCA arising out of any aspect whatsoever of the Derby, the losing party in said litigation shall be bound to pay all attorneys fees, expenses of litigation, court costs and other costs incurred by and relating to the litigation by the winning party in said litigation. All prizes will be conveyed "as is" to the actual winner or guardian after the Derby has concluded at the Derby Awards Ceremony. The Derby Committee may replace or substitute for any advertised prize another prize that the Committee deems, in its sole discretion, to be of comparable value to the original prize. All prizewinners are solely responsible for payment of any applicable taxes, fees and costs associated with the prize. All prizewinners are responsible for processing, registration and tax documentation in a timely fashion.

DISCLAIMER: The entire responsibility for valid member status and correctness of this entry form rests solely on the entrant.

RELEASE, HOLD HARMLESS AND INDEMNITY: IN CONSIDERATION OF BEING ALLOWED TO ENTER THE SUMMER STEELHEAD CHALLENGE ("DERBY"), EACH PERSON AGREES AND CONTRACTS TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE COASTAL CONSERVATION ASSOCIATION, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, THE DERBY COMMITTEE, FROM ANY AND ALL LIABILITY, CLAIMS, OR DAMAGES ARISING OUT OF OR IN ANY MANNER WHATSOEVER CONNECTED WITH THE PLANNING, OPERATION OR CONDUCT OF THE DERBY, AND INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, WRONGFUL DEATH, SURVIVAL DAMAGES, PROPERTY DAMAGE, OR CLAIMS RELATING IN ANY WAY TO THE AWARDING OF PRIZES IN THE DERBY. COASTAL CONSERVATION ASSOCIATION RESERVES THE RIGHT TO ADVERTISE THE WINNERS NAME AND PHOTOGRAPH IN ALL NEWS RELEASES, PUBLICATIONS, AND ON THE OFFICIAL WASHINGTON WEBSITE. THE PARENT OR LEGAL REPRESENTATIVE OF ANY MINOR ENTERING IN, REGISTERING FOR OR FISHING IN THE DERBY DOES FURTHER CONTRACT AND AGREE FOR THEMSELVES AND ON BEHALF OF SAID MINOR THAT THIS RELEASE AND HOLD HARMLESS AGREEMENT SHALL BE BINDING UPON ANY MINOR ENTERING THE DERBY. WINNERS MAY BE REQUIRED TO EXECUTE AN ADDITIONAL RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT UPON RECEIPT OF PRIZE. ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR IN ANY WAY RELATING TO THE DERBY SHALL BE SETTLED BY BINDING ARBITRATION CONDUCTED IN THE CITY OF PORTLAND, OREGON, IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY A COURT OF COMPETENT JURISDICTION IN ACCORDANCE WITH THE LAW. SHOULD LITIGATION AND/OR ARBITRATION RESULT BETWEEN A PARTICIPANT AND CCA, IT IS AGREED THAT IF CCA IS THE PREVAILING PARTY IN SUCH LITIGATION AND/OR ARBITRATION, CCA SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND ALL COSTS INCURRED IN THE ARBITRATION AND/OR LITIGATION FROM THE OTHER PARTY TO SAID ARBITRATION AND/OR LITIGATION.