

## **2019 California Pro-Am Release & Code of Conduct**

### **RELEASE**

By execution and submission of this Release, the undersigned athlete, athlete's parent or guardian, and/or his/her representative(s) acknowledge and agree that the athlete shall behave in an exemplary manner at all times in accordance with all rules, terms and conditions as made known by the California Pro-Am Tournament Committee herein. In consideration of acceptance of the invitation to compete at the California Pro-Am Tournament and completion of the entry forms, and payment of entry fee (late fee, if applicable) you are hereby accepting the following:

1) Release and forever discharge the California Pro-Am, Nautique Events, Inc., Nautique Boat Company, USA Water Ski Association, IWWF, their agents, employees, service providers and all persons connected with the California Pro-Am Tournament of and from all rights, claims, demands and actions of any and every nature whatsoever that undersigned may now or hereafter have, for any and all loss, damage or injury sustained by undersigned or property or equipment of undersigned, before, during and after said Tournament.

2) Grant to the 2019 California Pro-Am, Nautique Events, Inc., Nautique Boat Company, USA Water Ski Association, IWWF and/or their agents, employees and service providers the exclusive right to take photographs, motion pictures, video, television pictures and tapes, paintings, drawings, sketches, reproductions and likenesses of any kind of undersigned before, during and/or after the California Pro-Am Tournament, including the right to use all or any portion of the aforesaid works with or without the purposes and in any manner, including publications and advertisements of all kinds in all media for the purpose of promoting the California Pro-Am Tournament.

3) Agree that the California Pro-Am, Nautique Events, Inc., Nautique Boat Company, USA Water Ski Association, IWWF and/or their agents, employees and service providers shall have the exclusive right to permit, control or prohibit advertising material of any kind on equipment, clothing or property of undersigned used, worn, or displayed by undersigned at California Pro-Am before, during and after the California Pro-Am for the purpose of promoting the Pro-Am Tournament.

### **UNSPORTSMANLIKE CONDUCT**

Any athlete, athlete's parent or guardian, and/or his/her representative(s), whose conduct is deemed unsportsmanlike or whose conduct may cause discredit to the California Pro-Am, Nautique Events, Inc., Nautique Boat Company, USA Water Ski Association, IWWF either on or off any of California properties or competition site, before, during or after the competition, may be disqualified from all or part of the competition and/or be subject to a fine to be determined by the California Pro-Am Tournament Committee. Any and all infractions can also be punishable by disqualification in the 2019 Tournament.

Unsportsmanlike conduct includes, but is not limited to: use of vulgar language in public, public tantrums, not competing to ones fullest potential, failure to attend designated functions, mandatory meetings and events associated with the Tournament,

consuming alcoholic beverages onsite, other drugs not approved by IWWF, competing under false pretenses, concealing significant injuries or health problems. Any athlete disqualified in this manner would forfeit cash prize money for that contest and all points. This paragraph shall not be construed to deny or limit any individual/s legal rights.

This also includes, but is not limited to athletes, athlete's parent or guardian, and/or his/her representative(s) who choose to vandalize or misrepresent the California Pro-Am Tournament at official hotels, venues or functions during the event period. Any athlete involved in unsportsmanlike conduct, which may cause damage onsite, to hotels, and/or other property will have an automatic disqualification from the Tournament and will be responsible for all damages that occur and will be charged accordingly.

### **CODE OF CONDUCT**

It is further acknowledged and agreed that the invitation to the California Pro-Am is at the pleasure of the Tournament Committee and the Committee, for itself and on behalf of the Nautique Events, Inc. reserves the right, in its sole, absolute and unfettered discretion, to refuse invitation to or disqualify any person and to prohibit such person from competing or participating in any other events in which Nautique Events, Inc. is involved. If the Committee has determined that the person has engaged in any misconduct or conduct unbecoming as a participant in this Tournament the Committee may also impose penalties and sanctions upon any participant, which may include, without limitation, fines, letters of reprimand and suspension or revocation of the participant's eligibility to participate in future Tournament Events.

I further understand that the Committee reserves the right at any time, both before and during competition, to disqualify me, and to refuse to allow me to compete in said Tournament, for any reason(s) that in its sole, absolute and unfettered discretion it deems just and proper, and if such is the case, I will be entitled to the return of my entry fee.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Competitor: \_\_\_\_\_

Signature of Parent if Competitor is a Minor: \_\_\_\_\_