



# 2017 Southeast Challenge



## PLAYER / TEAM CERTIFICATION STATEMENT

**THIS COMPLETED STATEMENT MUST BE PRESENTED AT REGISTRATION AT THE TOURNAMENT VENUE**

All players must certify that the Skill Levels listed on this **PLAYER/TEAM CERTIFICATION STATEMENT** (the "Statement") accurately reflect each player's true pool playing ability and the player's Highest Skill Level.

Each player's Highest Skill Level is the Highest Skill Level of the following (such skill level being referred to herein as the player's "Highest Skill Level"): (1) the skill level that the player and Team believes represents the player's best playing ability, (2) the player's current APA assigned skill level, or (3) the player's highest skill level in any APA League area in which the player currently plays. **Further, minimum skill levels for men participating in the Tournament will be skill level 3 in the 8-Ball format and skill level 2 in the 9-Ball format.**

If having reviewed the information stated above, you believe that any player's APA-assigned skill level, as listed on this Statement, is lower than that player's Highest Skill Level, as defined above, you must request that the player's skill level be changed so that this Statement reflects the player's Highest Skill Level. This is your only opportunity to ensure that each player signing this Statement is playing at his or her Highest Skill Level during this APA Event (the "Tournament"). If, after this Statement is signed, the Tournament Director determines that a player's skill level, as indicated on this Statement, is lower than that player's ability and/or the player's Highest Skill Level, or if the player's skill level increases during the Tournament due to the player's performance at the Tournament, you and/or your Team (if this Tournament is a Team Event) may be **disqualified from this Tournament and/or suffer other penalties**. NOTE: claims that a player is playing above his or her skill level because he or she practiced prior to attending this Tournament or because he or she consumed fewer alcoholic beverages during the Tournament than he or she does during regular League play will not be considered sufficient grounds to challenge a disqualification or other penalty.

Any player that does not sign this Statement will be ineligible to play in the team's matches until the player signs this Statement and thus certifies that the skill level reflected in this Statement is his or her Highest Skill Level. The skill level of any player that has not signed this Statement will be omitted from the scoresheet until the round following the player's signing of this Statement.

### TERMS OF PARTICIPATION (Please Read)

**1. Tournament Director:** This Tournament is operated and administered by the following **League Operators** of the American Poolplayers Association, Inc. ("APA") **Woody McClure**. The League Operators, and any officials they designated, are the Tournament Director for this Tournament. The Tournament Director has the full, absolute and final authority to make all rulings, decisions and judgments, in the exercise of its sole discretion, on all issues and matters related to this Tournament. The Tournament Director's rulings, determinations and judgments are final.

**2. Handicapped Tournament:** This is a handicapped Tournament. The objective is that the Tournament be fair and equitable for all players such that any player has the opportunity to compete in his or her match and advance. **Skill levels** are calculated using **The Equalizer®** Handicapping System, APA's proprietary handicap and scoring system.

**3. The Equalizer® Handicapping System ("The Equalizer®")** calculates a player's **skill level** based on data from the player's prior performances in APA League and Tournament matches. **The Equalizer®** calculates **skill levels** using mathematical formulas that analyze data from match scoresheets, a player's win/loss record, subjective judgments made based on a player's performance data and/or the observation of the player's ability and performance. While **The Equalizer®** calculates a Skill Level to each player, those skill levels must be certified by each player and Team (if applicable), in accordance with the rules stated above. Through **The Equalizer®**, the Tournament Director and its designated officials, may adjust a player's skill level up or down during the course of the Tournament. By signing this Statement, the undersigned recognize and agree that **The Equalizer®** is a highly protected, confidential and proprietary trade secret belonging to APA.

**4. Applicable Rules:** The Rules contained in APA's Official 8-Ball and 9-Ball Game Rules Booklet and APA's Official Team Manual (collectively "APA's Standard Rules") are in force and are applicable to all Tournament matches to the extent that APA's Standard Rules do not conflict with any Tournament Rules distributed by the Tournament Director (the "Tournament Rules"), if any. To the extent that APA's Standard Rules conflict with, or are inconsistent with, the Tournament Rules, the Tournament Rules shall control. If there is any conflict between the terms of this Statement, the Tournament Rules and APA's Standard Rules, the terms of this Statement shall control.

**5. Player Eligibility:** Ineligible players are not allowed to participate in this Tournament. The participation of an ineligible player may result in his or her team being disqualified. **During this Tournament, each team's roster may only have a maximum of 8 players. Only players who were on their qualifying team's roster during the Spring Session of the team's League (the "League") are eligible to be on the team's Tournament roster. To be eligible, a player must have at least ten (10) match scores in the format (8-Ball or 9-Ball) in which he or she is participating and must have played at least four (4) times with the qualifying team during the most recent Spring Session, unless the League's local Bylaws require more.** To be eligible for this Tournament a player must be at least **eighteen (18) years old**. The following individuals affiliated with the ownership or operation of APA's Leagues are also ineligible for this Tournament, including, but not limited to: all League Operators; shareholders, members officers, or directors of any entities that own APA franchises (collectively "Franchise Owners"); any spouse, significant other, relationship-partner of a League Operator or Franchise Owner; any member of a household in which a League Operator or Franchise Owner reside; any person involved in the computation of Skill Levels or in a position to adjust, change, influence or manipulate team roster or players' handicaps; any other person affiliated with a League Operator or Franchise Owner. A player's eligibility may also be affected by additional requirements stated in your League's Local Bylaws. Questions about whether a particular player is eligible should be addressed to APA before this Statement is submitted. APA shall have sole discretion to decide whether a particular player is eligible to participate in the Tournament, and APA's determination regarding a player's eligibility is final.

**6. The 23-Rule:** The 23-Rule will be enforced. For more information regarding the 23-Rule, and how it is applied, see APA's Standard Rules and the Tournament Rules provided with this Statement, if any, and printed in the Event Program provided to each player at registration. No team will be allowed to add a player to the roster for 23-Rule purposes. If during the course of the Tournament, an adjustment of a player's skill level results in the sum of the Skill Levels of the five (5) players with the lowest Skill Levels on the Team to exceed twenty-three (23), the Team may continue competing in the Tournament by

playing four (4) players whose combined skill levels do not exceed nineteen (19) and forfeiting the team's fifth individual match. If during the course of the Tournament, an adjustment of a player's skill level results in the sum of the skill levels of the four (4) players with the lowest skill levels on the Team to exceed nineteen (19), the Team may continue competing in the Tournament by playing three (3) players whose combined skill levels do not exceed fifteen (15), and forfeiting the team's fourth and fifth individual matches. The skill levels of ineligible players will not be counted for the purposes of determining whether a team is capable of complying with the 23-Rule.

**7. Handicap Manipulation/"Sandbagging" Will Not Be Tolerated:** By signing this Statement, each player is representing that he or she will not engage in handicap manipulation or sandbagging. By signing this Statement, the team, and each individual player, acknowledges that handicap manipulation or actions that give the appearance of handicap manipulation compromises the fairness and integrity of the Tournament, will not be tolerated, and can lead to the disqualification of the team.

**8. Excessive Skill Level Movement:** By signing this Statement, the team (if the Tournament is a team event), and each individual player, hereby acknowledge that: the Tournament Director is the sole judge of each player's ability for the purposes of this Tournament, and has the authority to set a player's skill level in its sole judgment and discretion; the Tournament Director may disqualify the Team if the Tournament Director, in its sole judgment and absolute discretion, determines that excessive upward adjustments of one or more player's skill levels have been warranted; that a player's skill level may be raised at any time before, during or after this Tournament by the Tournament Director to whatever skill level the Tournament Director determines is appropriate in its sole judgment and discretion; that determinations regarding a player's ability and skill level are necessarily subjective and that each such determination is unique and therefore applicable only to that specific player; and that any action or inaction taken by the Tournament Director with regard to a particular player or team has no effect on, and will not limit, the authority of the Tournament Director to take whatever action the Tournament Director considers appropriate, if any, regarding other players or teams.

**9. Disqualification:** By signing this Statement, the team, and each individual player, hereby acknowledge that the Tournament Director has the authority to disqualify any team or player from this Tournament and that the Tournament Director may exercise that authority in its sole judgment and discretion at any time - prior to, during, or after the Tournament. By signing this Statement, the team, and each individual player, hereby acknowledge that the following actions may constitute grounds for disqualification: (a) excessive skill level movement, (b) irregularities or falsification of any Tournament scoresheet or documents provided to the Tournament Director by the player, their team (if applicable) and/or the player's League Operator relating to the player's or team's qualification for this Tournament, (c) fraudulent actions omissions of whatever nature, or (d) sportsmanship violations or conduct deemed to discredit or affect the integrity of the Tournament, the APA or the sport; (e) any other behavior deemed deserving of disqualification by the Tournament Director. Any disqualified team will be deemed to have forfeited all titles, awards, and prize money the team would have otherwise been entitled to.

IN CONSIDERATION OF OUR PARTICIPATION IN THIS TOURNAMENT, I/WE, THE UNDERSIGNED PLAYER(S), AGREE AS FOLLOWS:

- A. I/We have read and understand the contents of this Statement, and affirm each of the representations and acknowledgments made herein. Further, I/we agree to follow and be governed by: the Tournament Rules provided with this Statement, if any; and APA's Standard Rules.
- B. I/We certify that the skill levels I/we have written below reflect my/each player's Highest Skill Level, as that term is defined above, as of the date this Statement is submitted at the Tournament's Registration. If I/we have not written in a skill level below, I/we are certifying that the player's skill level previously printed on this Statement is accurate. If I/we believe that a team member's Highest Skill Level is greater than the skill level printed below, I/we have marked this Statement to request a change of that player's skill level to the player's Highest Skill Level.
- C. I/We recognize, acknowledge and accept that the Tournament Director has the full authority to conduct this Tournament and to make all rulings and determinations that the Tournament Director considers appropriate in its sole and absolute judgment and discretion, including the authority to: set or change each player's skill level; to disqualify our team or any of our team's players from the Tournament; or to take such other actions as the Tournament Director considers appropriate in the exercise of its sole discretion, judgment and authority.
- D. I/We recognize, acknowledge and accept that the determination of a player's pool paying ability or the determination of whether a player's skill level reflects the player's actual ability is inherently subjective and a matter of the Tournament Director's judgment.
- E. In the event of any disqualification of a Player or Team, increase of a player's skill level, or other ruling, decision, judgment, or exercise of discretionary authority adverse to a Player or Team, I/we agree any challenge to a decision made by the Tournament Director, including any decision regarding a player's skill level, or regarding the disqualification of this team, or any player on this team, shall be strictly limited to the Tournament appeal procedures and that any such appeal shall not, in any way, delay or affect the progress of the Tournament. I/We further agree that the result of the Tournament appeal shall be final, conclusive, and binding upon me/us. I/We agree we have no right or entitlement to any particular remedy (including, prize, award, refund of entry fee, or recovery of any cost or expense). In no event, under any circumstances, shall I/we have a right to damages or loss in excess of a refund of our entry fee into this Tournament.
- F. **FULL RELEASE:** THE UNDERSIGNED HEREBY AGREE(S) TO WAIVE, RELEASE AND FOREVER DISCHARGE APA, TOURNAMENT OFFICIALS, THE TOURNAMENT DIRECTOR, ALL LOCAL LEAGUE OPERATORS, THE TOURNAMENT VENUE, AND SPONSORS, INCLUDING ANY AND ALL OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARENT ENTITIES, SUBSIDIARIES, OR AFFILIATES OF THOSE INDIVIDUALS OR ENTITIES (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSS AND DAMAGES, ARISING FROM OR RELATING TO OUR PARTICIPATION IN THIS EVENT, INCLUDING BUT NOT LIMITED TO (1) ANY CLAIM, DAMAGE OR LOSS RELATING TO OR ARISING FROM ANY RULING, DECISION, JUDGMENT OR OTHER EXERCISE OF DISCRETION BY ANY OF THE RELEASED PARTIES; (2) PERSONAL OR BODILY INJURIES (INCLUDING DEATH); AND (3) DAMAGE TO OR LOSS OF PROPERTY, WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE, OR CONTINGENT OR CERTAIN. THIS RELEASE EXTENDS FULLY TO ANY PRESENT OR FUTURE ACTS/INACTIONS WHETHER NEGLIGENT, RECKLESS, KNOWING OR INTENTIONAL. I/WE AGREE I/WE WILL NOT SUE OR ASSERT ANY CLAIM (INCLUDING FOR DAMAGES, DECLARATORY, OR INJUNCTIVE RELIEF) REGARDING THIS TOURNAMENT IN ANY COURT, FORUM OR PROCEEDING. IF ANY CLAIM IS BROUGHT BY ANY PLAYER(S) OR TEAM IN ANY COURT, FORUM OR PROCEEDING AGAINST THE RELEASED PARTIES, OR A RELEASED PARTY, I/WE AGREE TO PAY SUCH PARTY'S REASONABLE ATTORNEYS' FEES INCURRED IN DEFENDING, SETTLING, OR OBTAINING DISMISSAL OF THE ACTION.
- G. I/We agree to pay for any injury, damage or loss to person or property caused by my/our conduct, acts and inactions while participating in the Tournament. In the case any loss is incurred or any charge or claim is made against any of the Released Parties for any injury, damage or loss to person or property due to the conduct, act or inaction of me/any of us, I/we agree to defend and indemnify the Released Party or Released Parties from and against such charge or claim.
- H. If the Tournament is cancelled or the place of the Tournament is changed, for any reason, I/we understand my/our only remedy is the refund of my/our entry fee.
- I. **GRAPHIC/VIDEO/AUDIO/MEDIA APPEARANCE RELEASE:** In connection with my/our appearance at, and participation in, the Tournament and all related activities and my/our visit to the Tournament's location, I/we each give APA, and its licensees, designees and assigns, the full, unconditional and

