

Morehead City Open King Mackerel Tournament Rules

All participants must comply with North Carolina Wildlife laws and USCG regulations. Recreational fishing limits will apply. This includes Bluefish which are currently 3 per person per day.

The tournament dates for **2023 will be two days during October 11th through the 15th**. The captain's meeting and party will be at Southern Salt Restaurant Wednesday night the 11th with fishing days being planned for Friday the 13th and Saturday the 14th. We will have as available days to fish Thursday the 12th and Sunday the 15th. We will all fish on the same days and the committee will designate the 2 of the available 4 days to fish. The goal will be to fish on Friday and Saturday, but the tournament will be held as a combination of any of these 4.

Only registered teams, whose entry fee has been paid in full with signed boat captain (or designee) acknowledgment of the Rules qualify for prizes. If any registered boat becomes unable to be fished during the tournament, the Boat Captain is required to notify the Tournament Committee and get the replacement boat registered prior to fishing the replacement boat.

Eligible species is the King Mackerel with a minimum fork length of 36 inches from the end of its nose to the fork in the tail.

This tournament will have no checkout and no boundaries. Boats can depart and return from any inlet. No fishing lines in the water prior to 8:00 am, this includes jigging.

All fish must be caught with rod and reel, hook and line. A fish must be hooked prior to gaffing. No electric reels may be used to fight the fish. Down riggers may only be line carrying device.

This is a 2 fish aggregate tournament. The winning team will be determined by the combined total weight of their one heaviest King Mackerel weighed each of the 2 fishing days. Attempted weight alteration of any fish will be subject to disqualification and automatically disqualify the boat from the tournament. The Tournament reserves the right to cut open any fish for inspection of suspected weight altering.

Each Boat may weigh one King Mackerel fish per day. That biggest fish may also be eligible for Primary and Secondary prizes, and as a fish weighed in the NCTA tournament if you are a registered participant of the NCTA tournament. Participants are encouraged to donate additional fish to the Tournament.

Junior Angler, Lady Angler and Senior Angler Awards are considered Secondary prizes. The Lady and/or Senior Angler must be registered as a Boat/Team member in the tournament prior to tournament days and be on the boat for all competition days. The Junior Angler does not have to be on board for the weekdays of fishing because of school, but must fish on the weekend days to qualify for prizes. The Junior Angler must be under the age of 16 years old and Senior Angler 60 years old prior to October 12, 2023.

Nothing shall be passed between or to a competitor's boat during tournament fishing hours, except in cases of a safety emergency. Additionally, assistance may be provided by a licensed marine tow service.

In the event of an emergency, please assist as necessary and notify Tournament Officials as soon as possible.

No boat or team member shall touch a dock, ramp, land or item affixed thereto during competition fishing hours except to weigh a fish at the tournament dock. The unintentional bumping may not be an automatic violation of the rules, but the decision of the Rules Committee shall be final.

During competition fishing no person may leave or be added to the boat.

Scales will open for weigh in at 3:30 pm and will be located at the Big Rock Landing docks on the Morehead City Waterfront. All participants should monitor VHF channel 68.

There is a mandatory check in on the east end of the port wall for all boats wishing to weigh a fish and must be checked in promptly by 6:00pm on the first day fishing and 5:30pm for the second day. Please be mindful of your wake and do not rush the dock. Tournament officials will recognize you once you are considered “checked in”.

All fish must be weighed in from the boat in which they were caught. No overland transportation of fish.

Boats must come to weigh in under their own power.

A boat member must present the eligible fish to the weigh master.

No mutilated fish will be weighed. A mutilated fish is a fish that is injured so that it impacts its fighting ability. Hook and gaff punctures are acceptable.

Prizes to be awarded solely on basis of weight. In case of a tie, the first boat to weigh in will win.

A boat may only win one primary prize, per event. A boat may win more than one secondary prize.

If the tournament is cancelled, all entry fees paid will be returned less 10%. One day of fishing constitutes a tournament.

The Tournament Committee has the right to modify, add, delete, or adjust any and all rules at their sole discretion prior to the beginning of the tournament. The Tournament Committee decisions are final.

The Tournament Committee has the right to refuse entry from any applicant.

The breaking of any rule will constitute disqualification from the tournament. The decision of the Tournament Committee will be the final determination of all alleged violations.

All prize money shall be paid to the Boat or the Captain registered with the Tournament.

Any prize winners are subject to a polygraph at the discretion of the Tournament Committee and shall be polygraphed prior to awards. The individual taking the polygraph must be at least 18 years of age prior to the first fishing day of the event and must be on board for all fishing days. If the polygraph tester determines that the participant is not able to take the test due to intoxication, then a test will be performed as soon as possible, and the cost of the test is the responsibility of the captain. A participant’s refusal to take a polygraph test or failure to answer test questions in a manner satisfactory to the polygraph tester, in their sole discretion, may result in disqualification. By entering the Tournament, participants consent to the admissibility of polygraph results in any dispute or proceeding arising out of the Tournament.

All fish weighed in and/or donated become property of the NCTA KMT & Morehead City Open KMT/Morehead Open, Inc.

Any advertiser, sponsor or tournament committee member entering the tournament in compliance with the rules, are eligible for any and all prizes.

All protest must be accompanied by \$250 cash and submitted to a member of the Tournament Committee in writing no later than one hour after the last fish of each day for the tournament has been weighed. All protests

must clearly identify each basis of the protest, the specific rule and the specific decision challenged and shall be signed by a registered boat captain in this tournament. A refund will be made if the protest is upheld. If the protest is not upheld, the money will become property of the Morehead City Open KMT. No participant aggrieved by any ruling of the Rules Committee, Tournament Committee or any tournament official shall recover from Morehead City Open King Mackerel Tournament, Morehead Open Inc., its officers, directors, sponsors, owners or employees in any forum a sum exceeding their registration fee. Failure to submit any such disputes in writing by that date and time shall constitute a waiver and release of any and all such disputes.

In the event of any dispute arising out of or relating to the Tournament in any way, the interested parties shall use their best efforts to settle such dispute by mutual agreement. To this effect, responsible, authorized representatives of the interested parties shall meet, consult, and negotiate with each other in good faith (with or without a third-party mediator, as they may choose) and attempt to reach a mutually satisfactory solution. In the event they do not reach such a solution within a period of five (5) days after the first notice by any party to any other of the existence of the dispute, then without waiving any other provisions or providing additional means of recourse in spite of in these Rules concerning the absolute discretion and finality of decisions made by the Tournament Officials, Boards, or Committees, the sole and exclusive means for resolution of any dispute shall be the procedures set forth below: a) The dispute shall be submitted to arbitration under the North Carolina Revised Uniform Arbitration Act, Chapter 1, Article 45C of the North Carolina General Statutes. b) All negotiations, mediations, and arbitration hearings shall take place in Morehead City, North Carolina, or such other places the interested parties may agree upon in writing. c) The arbitration shall be conducted by a single arbitrator who is a retired North Carolina state or federal judge or an attorney whose practice experience includes commercial litigation. The arbitrator must be a resident of the State of North Carolina. In the event the interested parties cannot agree upon an arbitrator, the decision shall be made by a Resident Superior Court Judge of Carteret County, North Carolina. d) Prior to any arbitration hearing, limited discovery shall be permitted for the purpose of obtaining production of documents and taking depositions. All discovery shall be governed by the North Carolina Rules of Civil Procedure. All issues regarding discovery requests shall be decided by the arbitrator. All discovery shall be completed within 90 days after the selection of the arbitrator; provided, however, that the arbitrator shall have the authority to extend or reduce the time for discovery in a manner consistent with a general desire for expedited resolution of the dispute. e) All fees and expenses for the arbitration shall be borne by the parties equally. However, each party shall bear the expense of said party's own counsel, experts, witnesses, and preparation and presentation of proofs. Only in the case of extreme abuse of the procedure may the arbitrator reallocate such costs and expenses among the parties. f) Any arbitral award may be enforced by an action in the Superior Court of Carteret County.

The terms and conditions of this Agreement shall be construed, interpreted, and enforced under the laws and judicial decisions of the State of North Carolina, notwithstanding any principle of conflicts of law. In the event any part of this Agreement shall be declared illegal, invalid, or void, such declaration shall not affect the validity of any of the other terms or provisions of this document.

WITHDRAWAL FROM THE TOURNAMENT - No fees will be refunded unless a replacement boat with fully paid entry fees is registered before the start of the tournament. Any fees due will be refunded 14 days after the tournament and following collection and clearing of all funds paid.

If no qualifying fish are caught, the prize money will be retained by the tournament.

Any boat violating any of these Tournament Rules or any boat containing a participant violating any of these Tournament Rules is subject to disqualification from the Tournament. By participating in the Tournament, all participants acknowledge that all Tournament Rules are material, and that disqualification is a permitted and appropriate sanction for any violation of any Tournament Rules.

By signing below, this is considered a sworn affidavit acknowledging receipt and understanding of the rules and that each boat participant shall adhere to all rules. This affidavit may be signed by the Captain or Crew

Member and shall apply to the entire team competing. If signed by a crew member, the crew member certifies to the Tournament that they have been duly appointed with authority by the registered Boat Captain to execute this on behalf of and to bind the registered team.

Team Name: _____

Team Number:

Captain Signature

Printed Name:

Date: _____