

PLAYER CERTIFICATION STATEMENT

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

This is your only opportunity to request an adjustment to your Skill Level. **If you are currently active in more than one APA League area, you must certify at the highest skill level.** Thereafter, if your Skill Level increases due to your performance or is increased as a result of the Tournament Director's discretionary judgment, you can be **subject to disqualification from this Tournament and/or other penalties.** An argument such as I have been practicing (therefore improved) is **not** grounds for any appeal or challenge of an increase in Skill Level. If you do not sign this Statement, you will be ineligible and cannot play in the Tournament.

RULES FOR PARTICIPATION (Please Read)

- 1. Tournament Director:** This event is operated and administered by the American Poolplayers Association, Inc. and its affiliated Canadian Poolplayers Association (collectively "APA") – APA [acting through designated APA official(s)] is the Tournament Director of the Junior Championships. APA Regional Tournaments are operated and administered by the League Operator of the Local APA Pool League under the authority of APA and APA's Rules; the League Operator (or designee) is Tournament Director of the Regional Tournaments. (All APA Regional and National Championship Tournaments are collectively referred to as "Higher Level Tournaments".)
- 2. Tournament Director Has Full Authority & Discretion:** The Tournament Director has the full, absolute and final authority to make all rulings, decisions and judgments, in the exercise of his sole discretion, on all issues and matters related to this Tournament. The Tournament Director's rulings, determinations and judgments are final.
- 3. Handicapped Tournament:** This is a handicapped Tournament. The objective is for the Tournament to be fair and equitable for all players – players with varying pool playing ability or skill – so that any player has the opportunity to compete in his match and advance. Skill Levels are calculated using **The Equalizer®**, APA's Handicapping and Scoring System.
- 4. The Equalizer®:** **The Equalizer®**, APA's Handicapping and Scoring System is a computer-based system of mathematical formulas that calculate a player's Skill Level based on data from the player's prior performance in matches. The undersigned player recognizes and agrees that **The Equalizer®** is a highly protected, confidential and proprietary trade secret belonging to APA.
- 5. APA's Standard Rules Apply:** The Rules contained in APA's Official 8-Ball and 9-Ball Game Rules booklet and APA's Official Team Manual shall apply to this event. If there is any inconsistency between this Statement and anything in the standard rules, this Statement shall control.
- 6. Player Eligibility:** All players must maintain current APA membership and must be listed on a Spring Session roster of an active APA league team. In order to participate in a Higher Level Tournament, a player must have a Skill Level based on at least 10 actual League match scores in 8-Ball and/or 9-Ball, matches must be played within the past two years.
- 7. Player's Highest Skill Level Applies:** All players entry Skill Level (SL) will be the highest of the following three levels: a) SL calculated AFTER winning a local qualifier; b) present SL; or c) SL as reviewed by my local Handicap Advisory Committee (HAC) or the National Handicap Review Committee (NHRC).
- 8. Handicap Manipulation/"Sandbagging" Will Not Be Tolerated:** Handicap manipulation or the appearance of handicap manipulation by a player compromises the fairness and integrity of the Tournament and will not be tolerated. Handicap manipulation (commonly called "sandbagging") may be deemed or considered to have occurred if the Tournament Director believes a player's performance shows the player's calculated Skill Level to be below the player's actual poolplaying ability.
- 9. Player May Be Disqualified or Penalized or Player Skill Level Raised in Tournament Director's Sole Discretion:** The determination of whether a player's calculated Skill Level is below the player's true ability is necessarily subjective. The Tournament Director is the sole judge of a player's ability and has the authority to make this determination in the exercise of his absolute judgment and discretion. The Tournament Director may disqualify any player if, in the Tournament Director's sole judgment and absolute discretion, the player is deemed by the Tournament Director to be playing at a Skill Level below the player's true ability. The Tournament Director has the full authority to impose disqualification or such other penalty or sanction as they consider appropriate. A player may be disqualified at any time before, during or after this Tournament. The Tournament Director, further, has the sole authority and discretion, at any time (before, during or after this Tournament), to increase a player's calculated or assigned Skill Level to whatever higher Skill Level the Tournament Director considers appropriate. All situations are separate. Decisions by the Tournament Director involve exercise of discretion and human judgment. Action or inaction taken with one player has no effect and will not limit the authority of the Tournament Director to take whatever action (or no action) the Tournament Director considers appropriate regarding another player.
- 10. Effect of Disqualification:** Disqualification from this Tournament for any reason means forfeiture of all titles, awards, prize money, and minimum two (2) year suspension from the League. Disqualification can occur prior to, during or after the event.
- 11. Graphic/Video/Audio:** In connection with my appearance at and participation in this Event and all related activities and my visit to Iowa, I give APA (and its licensees, designees and assigns) the full, unconditional and irrevocable right to (1) film, photograph, tape, record and edit and to use my personal biographic information, including without limitation, my appearance, likeness, identity, name, nickname, behavior, actions, voice, and conversations at any time during the Event by use of any means, media or technology (collectively the "Appearance"), (2) use, broadcast, reproduce, distribute and exhibit my Appearance freely in any media or for any purpose, including for any and all advertising, promotional and commercial purposes, (3) edit, modify, adapt, make derivative works from, copyright and otherwise use our Appearance as APA chooses. I recognize that content of my Appearance (including how the content is edited or may be depicted or portrayed) may be viewed as favorable, positive, humorous, embarrassing, unfavorable, or negative, and hereby waive any claim that I may have against APA or any employee, agent, assign or licensee relating to how our Appearance is edited, depicted or portrayed in any work that may be created. I expressly waive any claim of any right or interest in the Appearance and any compensation or other benefits for my Appearance in any media or distribution outlet. I acknowledge and agree that APA shall be the exclusive owner of all copyrights and other rights to and in connections with such Appearance and APA shall have full rights to license others to use them in any manner at APA's discretion.

IN CONSIDERATION OF MY PARTICIPATION IN THIS TOURNAMENT, I, THE UNDERSIGNED PLAYER, AGREE AS FOLLOWS:

- A. I have read, understand and agree to follow and be governed by the Rules set forth above (as supplemented by the APA Official 8-Ball and 9-Ball Game Rules Booklet and APA's Official Team Manual).
- B. I certify the Skill Levels listed below reflect my true playing ability as of the date this Statement is submitted at Registration. If I have indicated no changes below, I believe the Skill Level matches my level of play. If I believe that my present playing ability is greater than the Skill Level listed on the tournament roster, I have marked this Statement below to request a change of my Skill Level to a higher Skill Level.
- C. I recognize 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 his sole and absolute judgment and discretion. (including the authority to increase a player's Skill Level, to disqualify a player from this Tournament, or to take such other actions as the Tournament Director considers appropriate in the exercise of his/her sole discretion, judgment and authority).
- D. I recognize the determination of whether a player's Skill Level reflects a player's true poolplaying ability is inherently subjective and a matter of judgment. I agree if the Tournament Director believes (in his judgment and discretion) a player's assigned Skill Level is below that player's true poolplaying ability, the Tournament Director has the authority and discretion to take whatever action the Tournament Director considers appropriate, including disqualifying a player from the Tournament, or raising a player's Skill Level (for example, increase Player Smith from SL-3 to SL-4) to a higher skill level.
- E. In the event of my disqualification, increase of my skill level, or other ruling, decision, judgment or exercise of discretionary authority, I agree any challenge shall be strictly limited to the Tournament appeal procedures. The decision of the Tournament appeal shall be final, conclusive and binding. I AGREE I WILL NOT SUE OR ASSERT ANY CLAIM (INCLUDING FOR DAMAGES, DECLARATORY OR INJUNCTIVE RELIEF) IN ANY COURT, FORUM OR PROCEEDING. IF ANY CLAIM IS BROUGHT BY ME IN ANY COURT, FORUM OR PROCEEDING AGAINST APA, CPA, THE TOURNAMENT DIRECTOR, LEAGUE OPERATOR, OR SPONSOR (INCLUDING ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARENT ENTITIES, SUBSIDIARIES, AND AFFILIATES), I AGREE TO PAY SUCH PARTY'S REASONABLE ATTORNEYS' FEES IN DEFENDING AND OBTAINING DISMISSAL OF THE ACTION.
- F. I agree my appeal of any disqualification, increase of my skill level, or other ruling, decision, judgment or exercise of discretionary authority by the Tournament Director shall not delay or affect the progress of the Tournament. Even if my appeal is sustained by Tournament officials, I agree I have no right or entitlement to any particular remedy (including any berth in a Higher Level Tournament, travel expense, prize, award, refund of entry fee, or recovery of any cost or expense). In no event, under any circumstances, shall I have a right to damages or loss in excess of a refund of our entry fee into this Tournament.
- G. **FULL RELEASE:** I AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE APA, CPA, LOCAL LEAGUE OPERATOR, TOURNAMENT DIRECTOR, AND SPONSORS, INCLUDING THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARENT ENTITIES, SUBSIDIARIES, AND AFFILIATES (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSS AND DAMAGES, ARISING FROM OR RELATING TO MY 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 APA, THE TOURNAMENT DIRECTOR OR ANY RELEASED PARTY; (2) PERSONAL 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.
- H. I agree to pay for any injury, damage or loss to person or property caused by my conduct, acts and inactions while participating in this event. In the event any loss is incurred or any charge or claim is made against APA (any of the above Released Parties) for any injury, damage or loss to person or property due to my conduct, act or inaction, I agree to defend and indemnify APA (and the Released Parties) from and against such charge or claim.
- I. If the Tournament is cancelled or the venue of the Tournament is changed, for any reason, I understand my only remedy is refund of my entry fee.

I certify that I am an APA Member in good standing and an amateur player, without any professional characteristics. I certify my representations in this Statement are true and correct to the best of my knowledge. By signing this Statement, I certify I have read it thoroughly, understand the terms and consent to all of the conditions and rules for my participation in this event. By my signature, I also certify that the skill level listed reflects my true playing ability as of the date this Statement is presented at Registration. It is my responsibility to make certain that the skill level on my scoresheet reflects any changes made on this Statement.

DATE _____

CELL PHONE # _____

9-BALL

CORRECT SKILL LEVEL	PLAYER #	PLAYER PRINTED NAME	PLAYER SIGNATURE
_____	_____	_____	_____

AREA NUMBER	PARENT or LEAGUE OPERATOR PRINTED NAME	SIGNATURE
_____	_____	_____