

Hatteras Village Offshore Open - 2024 RULES

ENTRY FEES:

Level I:	\$700	Mandatory Billfish
Level II:	\$800	Additional Billfish
Level III:	\$500	Game Fish
Level IV:	\$1,000	Biggest Blue Marlin
Level V:	\$500	Daily Game Fish
Level VI:	\$1,000	Daily Billfish Release Points
Level VII:	\$3,000	Additional Biggest Blue Marlin (60%/40%)

1. **REGISTRATION** - All boats must be registered with the Tournament Committee and entry fee paid prior to 8:00 PM on Tuesday, May 14, 2024 to qualify for prizes. Any boat may be withdrawn or substituted prior to 6:00 PM on the Tuesday before the first fishing day. A full refund will be given to boats that withdraw prior to that time. Any substitute boat must be registered with the Tournament Committee and the entry fee must be paid by 6:00 PM on the Tuesday before the first fishing day. The Tournament reserves the right, in its sole discretion, to deny entry to anyone for any reason.
2. **FISHING TIMES AND LAYDAYS** – No lines or teasers in the water nor can sonar be turned on before official fishing hours each day. Available fishing days and hours are: May 15, 8:00 AM – 3:00 PM, May 16, 8:00 AM – 3:00 PM, May 17, 8:00 AM – 3:00 PM, May 18, 8:00 AM - 2:00 PM. Fishing days for all eligible boats shall be any three out of the available four days, captain's choice. Non-fishing days must be reported on the official lay day form prior to 8:00 AM of the day declared as a non-fishing day. A member of the fishing team or boat's crew must sign the form or file it electronically via the website. If a boat does not declare a day as non-fishing, the Tournament Committee will automatically count the day to be a fishing day for that boat.
3. **BOUNDARIES** – All boats fishing in the Hatteras Village Offshore Open must fish between LORAN coordinates East 26750, North 40500, and South 39800.
4. **FEDERAL AND STATE REGULATIONS** – In addition to complying with all other Tournament rules, all boats and participants must comply with all Federal and State laws and regulations regarding fishing licenses, permits, fishing gear, and size and bag limits. No Blue Marlin will be weighed unless a current HMS permit is produced for that boat. All crew, anglers, and any other individual participating in fishing activity shall have a valid NC Coastal Recreational Fishing License (CRFL) or be covered under a valid For Hire CRFL blanket license at all times while participating in the Tournament. All boats must also conform to state and federal regulations with regards to bait, tackle, size limits & possession limits. J-hooks may be used with artificial lures only.

5. **REPORTING** – All billfish (blue marlin, white marlin, sailfish, and spearfish) must be reported to the committee boat when hooked, lost, boated or released. A billfish is considered a release when the mate touches the leader or the leader touches the rod tip. All leaders must not exceed 30 feet. To qualify as a release, the crew cannot have attempted to boat or gaff the fish. Once the gaff breaks the plane of the boat, the billfish cannot be considered a release. Any member of the crew may set the hook and the rod may be passed no more than twice to the angler. Radio frequency shall be VHF channel 74. No hookup reporting is required for game fish.
6. **RELEASE DOCUMENTATION** – Released fish must be attested to by signature of the angler, boat captain, and mate on board the boat at the time of the release on the Official Release Form provided by the NC Billfish Series. This form shall be turned in, in person, by a member of the crew of the reporting boat to the official Weighmaster in Hatteras by 7:00 PM (6:00 PM on the last fishing day) on the day the fish is released to qualify. In the event of a tie, the first boat to achieve the winning total shall be declared the winner.
7. **WEIGH-IN** – All billfish eligible for prizes must be off-loaded and weighed at the official tournament weigh station at Hatteras Harbor Marina from the boat landing the fish. The tournament weigh master must enter the fish on the official entry form. Game fish (Yellowfin tuna, dolphin, wahoo) must be brought to the official tournament weigh station to be eligible for prizes. The tournament weigh master will record the species, boat name, angler's name and official weight and measurements. The Tournament weigh station will be closed at 7:00 PM (6:00 PM on the last fishing day) unless notified of incoming blue marlin. All yellowfin tuna brought to the scales must be a minimum of 27" curved fork length. Only one fish per species per day per boat will be weighed at the scales.
8. **POINTS** – Winners of Level I and Level II will be determined by points. In the event of a Level I and/or Level II tie, the winner will be determined by the first boat to reach the most points. Release Points are awarded as follows: 125 points will be awarded for all Billfish releases. 400 points will be awarded for a Blue Marlin release with photographic evidence that is satisfactory to the Tournament Committee, in its sole discretion, to establish that the fish as a Blue Marlin. Photographic evidence must be delivered to the Tournament Committee on the same day the release occurred. 125 points will be awarded for a released White Marlin, Sailfish or Spearfish.
9. **QUALIFYING BLUE MARLIN** – In the largest Blue Marlin categories, Level IV and Level VII, the winning Blue Marlin(s) will be determined by weight. Any Blue Marlin that is boated must be weighed in at the official weigh station. In the event of a tie, the largest total measurement of girth plus length will be determined the winner. Length will be measured from the V-notch in the tail to the tip of the lower jaw. Any Blue Marlin weighing 400 pounds or more or measuring 110 inches or more will be eligible for prize money. In the event a Blue Marlin does not meet either of these qualifications, the fish will be disqualified and the boat will be penalized 200 points. A Blue Marlin less than 99 inches will be automatically disqualified. Any Blue Marlin that is a minimum of 110 inches and 400 pounds will be awarded 400 points. These 400 points count ONLY in Level I and II but NOT Level VI. No official weigh slip will be given for any disqualified fish. In the event no qualifying Blue Marlin are weighed in Level IV and Level VII, prize money will be retained and added to the following year's purse for each of those Levels. If only one Blue Marlin is weighed in for Level VII, it will receive 100% of prize money in that Level.
10. **GAME FISH** – Winning game fish will be determined by weight in pounds and ounces. In case of a Level III or Level V tie, the winner will be determined by the largest total sum of length and girth as measured by

the official weighmaster. Fish must be in fresh edible condition, fit for human consumption, and weighed in the day they are caught.

11. **POLYGRAPH** – Polygraph tests will be administered to captains, mates, and others deemed necessary in the sole discretion of the Tournament Committee. All participants for whom polygraphs are deemed necessary must make themselves available for polygraph either Friday or Saturday of the Tournament in Hatteras Village. A participant's refusal to take a polygraph test or failure to answer test questions in a manner satisfactory to the Tournament Committee, in its sole discretion, may result in disqualification. By entering in the Tournament, all participants consent to the admissibility of polygraph results in any dispute or proceeding arising out of the Tournament.
12. **WEIGH-IN PRIORITY** – Blue Marlins take priority over game fish at the scales. The same scales and weigh station will be used for all fish including those entered in the NC Billfish Series. Any Billfish or game fish being weighed in at the scales are property of the Tournament and will be disposed of in the sole discretion of the Tournament Committee.
13. **RULES MEETING** – At least one person from each boat should attend the Captains Meeting on Tuesday, May 14 at 7:00 pm at the Hatteras Village Civic Center. Regardless of attendance, all participants in the Tournament are responsible for knowing and complying with all Tournament rules, including any changes that may take place at the Captains Meeting.
14. **PRIZE MONEY** – Prize money checks will be made payable to the person or entity indicated on the registration form of the winning boat. A social security number or Taxpayer ID of the prize recipient must be provided at the time of prize distribution. A boat must be entered in a level to receive prize money from that level.
15. **PROTESTS** – Any protest by any participant against the catch of another participant must be submitted in writing to the Tournament Rules Committee within one hour of weighing the last fish for the day on which the disputed catch occurred.
16. **WEIGHT ALTERATION: MUTILATION** - The Rules Committee reserves the right to cut open any fish for inspection of any suspected weight altering efforts such as inserted weights, ice, water, etc. Attempted weight alteration of any fish will automatically disqualify the boat from the Tournament. IGFA rules apply regarding mutilated fish. This includes, but is not limited to, disqualification of any fish that has flesh penetrated or removed prior to landing or boating by sharks, other fish, mammals, or propellers. Injuries caused by leader or line, scratches, healed scars, or regeneration deformities are not considered disqualifying injuries. All determinations of mutilation shall be made in the sole discretion of the Tournament Committee.
17. **REFUNDS** – In the event that no qualifying blue marlin are weighed in Levels IV and/or VII, all prize money will be retained and added to the following year's purse to the established prize schedule. No refunds will be made. If not all places are won in Levels III & V, all prize money will be paid proportionately among the other winners in each of those Levels.

18. **MANDATORY ENTRY** – Boats must enter Level I before they can enter any other level.
19. **DISQUALIFICATION** – Any boat violating any of the above Tournament rules is subject to disqualification, unless another sanction for a particular violation is expressly set forth herein. 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 rule. Decisions regarding the interpretation of rules, violation of rules, penalties, and the suspension of any rules or penalties will be made by the Tournament or Rules Committee in their sole and absolute discretion. All decisions of the Rules Committee, Tournament Committee, and Board of Directors are final and are not subject to further challenge by participants.
20. **DISPUTE RESOLUTION** – A protest by one participant against the catch of another must be submitted in accordance with Rule 15. All other disputes, controversies, or claims of any kind arising out of or relating to the Tournament (hereinafter "dispute" or "disputes") including, but not limited to, all disputes concerning decisions by Tournament Officials, Boards, or Committees, must be submitted in writing to the Rules Committee no later than 6:00 p.m. on the last fishing day of the Tournament. 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 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. Upon the submission of the dispute to arbitration, the party or parties initiating the dispute shall be required to post a cash or surety bond in an amount equal to 10% of the total monetary amount in dispute. All participants agree that (I) failure to post the required bond within 30 days of notice of the dispute to the Rules Committee shall result in dismissal of the dispute with prejudice; (II) the Tournament shall be permitted to hold all disputed prize money in consideration for the bond being posted; (III) the amount of the bond as provided herein is fair and reasonable security for such disputed prize money being held; (IV) during the pendency of the arbitration, the bond shall be held in the manner agreed upon by the parties or as directed by the arbitrator; and (V) Upon the conclusion of the arbitration, the bond shall be returned to or paid over to the prevailing party or parties in the arbitration in the sole and exclusive discretion of the arbitrator. All negotiations, mediations, and arbitration hearings shall take place in Dare County, 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 Dare 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. Any arbitral award may be enforced by an action in the Superior Court of Dare County.

These terms and conditions 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 these rules shall be declared illegal, invalid, or void, such declaration shall not affect the validity of any of the other terms or provisions of these rules.

21. **INDEMNIFICATION AND WAIVER** – If a participant does not secure the signature of the vessel's owner and/or pro hoc owner for purposes of the Tournament, the participant(s) agrees to indemnify and hold harmless the Tournament against all claims brought by the owner and or pro hoc owners of the vessel(s). Further, all participants, by participating in the Tournament, acknowledge the risks associated with participation in the Tournament, including, but not limited to, financial loss, personal injuries, and death. To the fullest extent permitted by law, all participants release and hold harmless the Tournament and its officers, directors, employees, and agents, from an against all claims of any kind arising out of or related to the Tournament. All participants further agree to indemnify and hold harmless the Tournament and its officers, directors, employees, and agents from and against all claims and damages arising out of the Tournament resulting from their own negligent, reckless, willful, or intentional conduct or omissions.