

LOCAL TEAM CHAMPIONSHIP TEAM CERTIFICATION STATEMENT

Team # _____

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

All players of the Team must certify the skill levels listed on this TEAM CERTIFICATION STATEMENT for all Team members accurately reflect each player's true pool playing ability. If a Team believes any team member is playing above the skill level listed in this Statement or the skill level on this Statement is below the player's true ability, then the Team must request player's skill level be raised to a higher skill level on this TEAM CERTIFICATION STATEMENT. If a player plays in more than one APA League area, the player must certify at the highest skill level. This is the Team's only opportunity to request an adjustment to a skill level for a player. Thereafter, if a player's skill level increases due to the player's performance or is increased as a result of the Tournament Director's discretionary judgment, the Team can be subject to disqualification from this Tournament and/or other penalties. Arguments such as the player has been practicing (therefore improved) or has not been drinking alcoholic beverages (therefore playing better) are not grounds for any appeal or challenge of an increase in a player's skill level. If a player has not signed this Statement, that player's skill level will not be printed on the scoresheet and the player will be ineligible and cannot play in the team's matches for that round of the Tournament. The player may become eligible for the next round by signing this Statement and attesting to his/her skill level so that it will be printed on the next round scoresheet.

RULES FOR PARTICIPATION (Please Read)

1. Tournament Director: APA's National Team Championships ("NTC") are operated and administered by the American Poolplayers Association, Inc. and its affiliate the Canadian Poolplayers Association (collectively "APA"). APA [acting through designated APA official(s)] is the Tournament Director of the NTC. The Local Team Championship tournament ("LTC") is 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 LTC. (APA's NTC and LTC tournaments 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/her 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 that the Tournament be fair and equitable for all players – players with varying pool playing ability or skill – such that any player has the opportunity to compete in his/her match and advance. Skill levels are calculated using APA's Equalizer® Handicapping System.

4. APA's Equalizer®: APA's Equalizer® Handicapping 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 team members recognize and agree that APA's 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: A maximum of 8 players may be on a Team's roster for this Tournament. All players on the Tournament roster must have been on the Team's Spring Session roster. In order to participate in this Tournament, a player must have a Skill Level based on at least 10 actual League match scores in the format in which he/she is participating. Each player on a Team must have played at least 4 times with the Team in the Spring Session. In order for a team to retain eligibility for Higher Level Tournaments, at least four members must be original members from the session the team qualified.

7. Limitations on Players in Common with Another Team: During the LTC teams may have more than 2 common players per team, per format. It is not necessary for them to choose a team(s) until they advance to the NTC.

8. Minimum Player Age: Players must be at least age 18 to apply and become regular members of APA. (Some League areas may be restricted to 21 years of age as State, Province or Local laws require.) No player under age 18 may participate in any APA Higher Level Tournament open to regular members.

9. Current Photo ID Required: All players must present, prior to competing, official photo identification in the form of a state-issued driver's license, non-driver state-issued identification card, military issued ID, or passport. The player's ID must be current and valid. Each player must have his/her ID available for review prior to competing in each match. Any player who does not have a proper photo ID, will not be allowed to play. Any issues regarding validity of an ID or identity of a player must be referred to the Tournament Director. The Tournament Director's decision (in exercise of his/her discretionary judgment) is controlling and final.

10. Ineligible Participants: The following are ineligible to play in this Tournament: any League Operator or affiliated person (including any owner, shareholder, officer, director) and any spouse, significant other, relationship-partner, and live-in family of a League Operator or affiliated person, as well as any person involved in the computation of skill levels or in a position to manipulate team rosters and/or handicaps. Any questionable player must be cleared by APA in advance. APA's determination (in the exercise of APA's judgment and discretion) of a player's eligibility or ineligibility to participate is final.

11. Player's Highest skill level Applies: Every player must enter Higher Level Tournaments at the player's highest session ending skill level (based on 10 actual

League match scores in the format [8-Ball or 9-Ball] he/she is participating in this Tournament). If a higher skill level was established for a player during a prior Higher Level Tournament, that higher skill level will apply to the player in later Higher Level Tournaments. No player who has competed in a previous Higher Level Tournament will be allowed to enter any subsequent Higher Level Tournament at a lower skill level (unless APA has granted a previously requested exception requested by the player's League Operator; such exceptions are rare).

12. The 23/19 Rule: The 23 Rule in 8-Ball Open/9-Ball Divisions and the 19 Rule in Ladies Division will be in effect and enforced. If updating of player skill levels during Tournament play puts a team in violation of the 23/19 Rule, the Team would be able to do the following: (a) If the sum of the lowest 5 players on the Team Roster exceeds 23/19, the Team may play 4 players whose combined skill levels do not exceed 19 in 8-ball Open/9-Ball Divisions or 16 in the Ladies Division, and forfeit the fifth point. (b) If the sum of the 4 lowest players on the roster exceeds 19 in 8-ball Open/9-Ball Divisions or 16 in the Ladies Division, the Team may play 3 players whose combined skill levels do not exceed 15 in 8-ball Open/9-Ball Divisions or 13 in the Ladies Division, and forfeit the fourth and fifth points. No team will be allowed to add a player to the roster for 23/19 Rule purposes.

13. Handicap Manipulation/"Sandbagging" Will Not Be Tolerated: Handicap manipulation or the appearance of handicap manipulation by a Team or team member compromises the fairness and integrity of the Tournament and will not be tolerated. Handicap manipulation (commonly called "sandbagging") may be 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 pool playing ability.

14. Team 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/her absolute judgment and discretion. The Tournament Director may disqualify any Team if, in the Tournament Director's sole judgment and absolute discretion, one or more players on a Team are deemed by the Tournament Director to have 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 the Tournament Director considers appropriate in the Director's discretion. A team 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 or team 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 or team.

15. Effect of Disqualification: Disqualification from this Tournament for any reasons 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.

16. TRAVEL ASSISTANCE: APA's policy is that the Local League Operator awards Travel Assistance to the team advancing from the LTC to the APA NTC event held each August in Las Vegas, Nevada. The Travel Assistance fund paid by the Local League Operator is not prize money and should not be considered prize money. Travel Assistance is to offset some or all of the expenses to the Team in traveling to and participating in the NTC. The Travel Assistance fund is to be split equitably among the team members going to Las Vegas. Proof of travel arrangements to the NTC is required. If a team wins the LTC and does not intend to go to the NTC, the team is not eligible to receive awards from the Travel Assistance fund; the Travel Assistance will instead be awarded to the highest finishing Team that will attend NTC. Likewise, if one or more players on the winning LTC team will not be going to the NTC, the non-attending player is not eligible for a share of the Travel Assistance award.

IN CONSIDERATION OF OUR PARTICIPATION IN THIS TOURNAMENT, WE, THE UNDERSIGNED PLAYERS, AGREE AS FOLLOWS:

- A. We 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 and APA Official Team Manual).
- B. **We certify the skill levels listed below reflect our true playing ability as of the date this Statement is submitted at Registration.** If we have indicated no changes below, we believe these skill levels match our level of play. If we believe that a team member's present playing ability is greater than the skill level listed in this Statement, we have marked this Statement below to request a change of that player's skill level to a higher skill level.
- C. **We 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/her sole and absolute judgment and discretion.** (including the authority to increase a player's skill level, to disqualify a Team or 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. We recognize the determination of whether a player's skill level reflects a player's true pool playing ability is inherently subjective and a matter of judgment. We agree if the Tournament Director believes (in his/her judgment and discretion) a team member's assigned skill level is below that player's true pool playing ability, the Tournament Director has the authority and discretion to take whatever action the Tournament Director considers appropriate, including disqualifying this Team 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 any disqualification of a player or the team, increase of a player skill level, or other ruling, decision, judgment or exercise of discretionary authority adverse to a player or the team, we agree any challenge shall be strictly limited to the Tournament appeal procedures. The decision of the Tournament appeal shall be final, conclusive and binding upon us. **WE AGREE WE 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 ANY PLAYER(S) OR THE TEAM 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) WE AGREE TO PAY SUCH PARTY'S REASONABLE ATTORNEYS' FEES IN DEFENDING AND OBTAINING DISMISSAL OF THE ACTION.**
- F. We agree our appeal of any disqualification, increase to a player's 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 our appeal is sustained by Tournament officials, we agree we 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 we have a right to damages or loss in excess of a refund of our entry fee into this Tournament.
- G. **FULL RELEASE: WE KNOWINGLY AND FREELY ASSUME ALL RISKS THAT MIGHT ARISE FROM OUR PARTICIPATION IN THIS EVENT AND RELEASE APA, CPA, LOCAL LEAGUE OPERATOR, TOURNAMENT DIRECTOR, AND SPONSORS, INCLUDING THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND AFFILIATES (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, LOSS AND DAMAGES, RELATING TO OUR PARTICIPATION IN THIS EVENT, INCLUDING WITHOUT LIMITATION (1) ANY CLAIM, DAMAGE OR LOSS ARISING FROM ANY RULING, DECISION, JUDGMENT OR OTHER EXERCISE OF DISCRETION BY APA, THE TOURNAMENT DIRECTOR OR ANY RELEASED PARTY; (2) BODILY OR PHYSICAL INJURY, ILLNESS OR DEATH; AND (3) DAMAGE TO OR LOSS OF PROPERTY, KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE, CARELESSNESS OR FAULT OF ANY OF THE RELEASED PARTIES.**
- H. We agree to pay for any injury, damage or loss to person or property caused by our 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 the conduct, act or inaction of any of us, we 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 place of the Tournament is changed, for any reason, we understand our only remedy is refund of our entry fee.
- J. **GRAPHIC/VIDEO/AUDIO/MEDIA APPEARANCE RELEASE:** In connection with our appearance at and participation in this APA Team Championship Tournament and all related events and activities (including parties, meals, practices, registration) we each give APA (and its licensees, designees and assigns) the full right to (1) film, photograph and record our likeness, image, appearance and/or voice at any time during the Event by use of any means, media or technology, (2) record and use our names, nicknames and biographical information, (3) use, broadcast, reproduce, distribute and exhibit such photographs and recordings freely for any purpose, including for advertising, promotional and commercial purposes, (4) edit, modify, adapt, make derivative works from, copyright and otherwise use the pictures and recordings as APA chooses. APA may freely assign or license the images and recordings to others (such as League Operators, Sponsors, etc.). The undersigned expressly waives any claim of any right or interest in the photographs and recordings and any compensation or other benefits for our appearance in any images or recordings.

We each certify that we are APA Members in good standing and amateur players, without any professional characteristics. We each certify our representations in this Statement are true and correct to the best of our knowledge. By signing this Statement, we certify we have read it thoroughly, understand the terms and consent to all of the conditions and rules for our participation in this event. By our signatures, we also certify that the skill levels listed reflect our true playing ability as of the date this Statement is presented at Registration. It is the responsibility of each player to make certain that the skill level on their scoresheet reflects any changes made on this Statement.

DATE _____

From the Members of: _____

	CORRECT SKILL LEVEL	PLAYER #	PRINTED NAME	SIGNATURE
TEAM CAPTAIN:	_____	_____	_____	_____
TEAM MEMBERS:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

LEAGUE OPERATOR SIGNATURE _____ DATE _____