

**Gowanda Volunteer Fire Company Inc. 2nd Annual Trout Derby
October 2023**

Rules, Assumption of Risk and Release of Liability

1. Period- The Gowanda Volunteer Fire Company Inc. trout derby is Saturday October 14 and Sunday October 15, 2023. Fishing will be from 7:00 am – 6pm on Saturday and 7:00am to 4:00 pm on Sunday.
2. Eligibility- All men, women and children are eligible regardless of age. All entrants 16 and over must be in possession of a valid New York State fishing license. Derby registration must be completed for each participant, and fees paid prior to fishing in this derby. All NYS fishing regulations will be adhered to.
3. Eligible Fish Species- Native Trout and Tagged Trout. Prize money will be for heaviest trout, 1st, 2nd and 3rd for age group 16 and over and 1st, 2nd and 3rd for age group 15 and under. Largest fish will be determined by weight. In case of a tie in weight, then it will be determined by weight, length and time of weigh-in. Due to NYS fishing regulations, all trout must be 12 inches or longer in length, each angler is only allowed to possess 3 trout a day. For the tagged trout category, if a tagged trout is caught, the entrant is to take all means of keeping the trout alive. The entrant is to snip the tag off the fish, keep the tag and release the fish back into the water for future trout runs. If a tagged trout is caught, turn the tag(s) into derby officials at the tournament headquarters. For native trout to be weighed in, derby official spotters will be on the creek bed throughout the time of the derby, make contact with one of the officials to verify your catch before proceeding over to weigh in your fish at the Gowanda Fire Hall. All fish must be caught with a rod and reel. **All fish must be caught in the Cattaraugus Creek. Any fish not caught within the derby boundaries of the Cattaraugus Creek, will be disqualified.**
4. The weigh-in station and tournament headquarters will be located at the Gowanda Fire Hall, 230 Aldrich Street, Gowanda, NY 14070. The weigh-in will start at the beginning of the derby for both days, and will close 20 minutes after the official ending times of the derby. All fish that are caught for the heaviest fish categories, must be turned in that day of the derby, no exceptions. Same goes for the tagged trout, all tag(s) must be turned in prior to the ending times of the derby.
5. All fish must be in eligible condition, each angler is responsible for keeping their fish in good condition or the weigh master will disqualify them. No pale, gilled, frozen, gutted or mutilated fish will be accepted. A trimmed tale is a mutilated fish. All fish entered must be weighed and measured by the official weigh master and must be caught on the days of the tournament.
6. If you hook a fish, that fish is yours and only yours to fight, land and weigh-in. You may not pass the rod to someone else to fight and land.

7. At the discretion of the derby officials, the prize list may be reconfigured as seen fit. Derby officials will be the final arbiter of any dispute. The Derby Officials have the right to exclude anyone from the is tournament and to make decisions concerning any and all rules of the tournament. Their decisions will be final. The Derby Committee may at their discretion, meet such emergencies as they arise, with additions to, or amendments of these rules. The Derby Committee has the power to make decisions in the matters pertaining to the derbies, including eligibility, time limits, weights, and questions relative to participation and conduct of the derby participants. Their decisions shall be final and conclusive on all issues.
8. Registration and Entry Fees- All registrations are to be completed and signed by participants. Adult entry, 16 years of age and up \$20.00, Youth registration ages 10-15 is \$10.00 and 9 and under is free. The fee is for both days, and is the same amount for no matter date of registration.
9. Fishing locations and techniques- Eligible fish must be caught within the Village of Gowanda limits on the Cattaraugus Creek from Gateway Park (Palmer Street) to the just past the Aldrich Street bridge. The starting and ending points will be marked with signs. All fish must be caught using a fishing rod and reel. Tagged trout once caught, the participant will clip the tag off the fish and release the trout back into the stream, then bring the tag to the derby headquarters for redemption of sponsored prize. We respectfully ask each participant pay particular attention to “NO TRESPASSING” signs across from Gateway Park, opposite side which is the only location that is off limits.
10. Safety. Sportsmanship, courtesy and conversation- are expected from each entrant and participant at all times. Any infractions may be deemed cause for disqualification. All local, state and federal laws apply.
11. Waiver of Liability must be signed by all entrants no matter of age. Assumption of risk must be signed in order to participate.
12. The official Gowanda Volunteer Fire Company, Inc rules and the official registration form are to be considered one document and by signing the official registration form, you are agreeing to honor and abide by all official derby rules.

**INDEMNIFICATION AND HOLD HARMLESS
AGREEMENT**

1. I agree to release and hold harmless Gowanda Volunteer Fire Company, Inc., its sponsors, representatives, tournament director(s), or any other individual or entity affiliated, tangentially or otherwise, with Gowanda Volunteer Fire Company Inc. fishing tournament, including its planning, operation of conduct and including but not limited to claims for personal injury, wrongful death, survival damages, economic loss, property damages or claims relating to any way to the awarding of prizes in the tournament. It is the express intentions for this agreement that

- each tournament participant is indemnifying the released parties from the consequences of their own negligent conduct, whether sole negligence or contributing negligence, gross negligence, outrageous misconduct, strict liability, commission of tort, breach of contract and breach of warranty.
2. Express assumption of risk- I understand that participation in the Gowanda Volunteer Fire Company Inc. fishing derby involves significant risks of serious injury or death from, including but not limited to, falling or slipping, impacting man made or natural elements objects or being impacted by such objects, equipment malfunction, adverse weather conditions, natural elements, including but not limited to, creeks, rivers, trees, rocks, stumps, and uneven terrain, dizziness, fatigue, encounter with insects or animals, contact with other participants, physical exertion, and falls. I acknowledge that I have sufficient skills and am in adequate physical condition to participate in these activities.
 3. Participation of Minors- I am the parent or guardian, of the minor on whose behalf I have signed this agreement. I have explained the risks inherent in the Gowanda Volunteer Fire Company Inc. fishing derby to my child in age-appropriate manner and he/she has acknowledged that he/she understands and accepts those risks.
 4. Right of Privacy Release- I agree to the photographing, filming or videotaping of my appearance while participating in the fishing derby and reproduction of such materials by the Gowanda Volunteer Fire Company Inc. and its corporate affiliates. I agree that the Gowanda Volunteer Fire Company Inc. is, and will be, the sole owner of all rights in and to the materials and the reproductions thereof. The Gowanda Volunteer Fire Company Inc. shall have the right, among other things to reproduce the materials one or more times for any and all lawful purposes, including the promotion of the Gowanda Volunteer Fire Company, Inc. The Gowanda Volunteer Fire Company, Inc. shall also have the right to use my name, portrait, picture and biographical material for such purposes.
 5. I have read this agreement carefully and understand its contents. I have read this agreement to my child and he/she has acknowledged that he/she understands its content. I am aware that the agreement includes and express assumption of risk. I understand that this agreement acknowledge may affect legal claims for damages in the event of death or any injury to me or my child. I acknowledge that any questions I or my child has about this agreement or the risks inherent in participating in the Gowanda Volunteer Fire Company, Inc. fishing derby have been answered to me and my child’s satisfaction. I have signed this document on my own free will.
 6. I agree that the terms of this agreement are binding on me and my child and shall be governed by the laws of the State of New York.