

SINGLES REGIONAL CERTIFICATION STATEMENT

To be eligible to play in this Tournament, you must read, complete and sign this CERTIFICATION STATEMENT.

You must certify that the skill level listed on this CERTIFICATION STATEMENT accurately reflects your Highest Skill Level as that term is defined below.

Your Highest Skill Level is the highest of the following (referred to hereafter in this CERTIFICATION STATEMENT as your "Highest Skill Level"): (1) the skill level that you believe represents the your best pool playing ability, (2) your current APA assigned skill level, (3) your highest skill level in any APA League area in which you currently play, (4) the highest skill level that was assigned to you during the Local Qualifier Board, (5) the highest skill level assigned to you since you won the Local Qualifier Board, (6) the skill level assigned to you by your local Handicap Advisory Committee (HAC) or APA's Handicap Review Committee (the "HRC"); (7) the skill level assigned to you during any prior Higher Level Tournament (including any National Singles Championship, National Team Championship, Poolplayer Championships, or World Pool Championships) or Higher Level Tournament qualifier (except in the rare circumstance in which APA has granted a previously requested exception submitted by the League Operator of a League you have played in). Further, minimum skill levels for men participating in the Tournament will be skill level 3 in the 8-Ball format and skill level 2 in the 9-Ball format.

If, having reviewed the information stated above, you believe that your APA-assigned skill level, as listed on the Tournament Roster, is lower than your Highest Skill Level, as defined above, you must request that your skill level be changed so that this Statement reflects your Highest Skill Level by writing in your Highest Skill Level in the space provided.

This is your only opportunity to ensure that you are playing at your Highest Skill Level during this Singles Regional (the "Tournament"). If, after this Certification Statement is signed, the Tournament Director determines that your skill level, as indicated on this Certification Statement, is lower than your ability and/or your Highest Skill Level, or if your skill level increases during the Tournament due to your performance at the Tournament, you may be disqualified from this Tournament and/or suffer other penalties. NOTE: Claims that you are playing above your skill level because you practiced prior to attending this Tournament or because you consumed fewer alcoholic beverages during the Tournament than you do during regular League play will not be considered sufficient grounds to challenge a disqualification or other penalty.

RULES FOR PARTICIPATION

- 1. Tournament Director:** This Tournament is operated and administered by American Poolplayers Association, Inc. and its affiliated Leagues in Canada and Japan (collectively "APA"). APA, acting through its designated officials, including, but not limited to, the HRC, is the Tournament Director of this Tournament. As the Tournament Director, APA has the full, absolute and final authority to make all rulings, decisions and judgments, in its sole discretion, on all issues and matters related to this Tournament. The Tournament Director's rulings, determinations and judgments are final.
- 2. Handicapped Tournament:** This is a handicapped Tournament. The objective is for the Tournament to be fair and equitable for all players such that any player has the opportunity to compete in their match and advance. Skill levels are calculated using *The Equalizer®*, APA's proprietary scoring and handicapping system ("*The Equalizer®*").
- 3. The Equalizer®:** Calculates your skill level based on data from your prior performances in APA League and Tournament matches. *The Equalizer®* calculates skill levels using mathematical formulas that analyze data from match scoresheets, your win/loss record, and subjective judgments of League Operators and/or APA made based on your performance data and/or observations of your ability and performance. While *The Equalizer®* calculates the skill level assigned to you, you must certify that that skill level is your Highest Skill Level in accordance with the criteria stated above. Through *The Equalizer®*, the Tournament Director may adjust your skill level up or down during the course of the Tournament based on your performance in this Tournament. By signing this Statement, you acknowledge and agree that *The Equalizer®* is a highly protected, confidential and proprietary trade secret belonging to APA and agree to its use in calculating your skill level during this Tournament.
- 4. Applicable Rules:** The rules contained in The Official APA/CPA 8-Ball & 9-Ball Game Rules Booklet and APA's Official Team Manual (collectively "APA's Standard Rules") are applicable to all Tournament matches to the extent that they do not conflict with this Certification Statement or the Poolplayer Championships Tournament Rules provided in the Event Program ("Tournament Rules"). To the extent that APA's Standard Rules conflict with, or are inconsistent with, the Tournament Rules, the Tournament Rules shall control. If there is any conflict between the terms of this Statement, the Tournament Rules and/or APA's Standard Rules, the terms of this Statement shall control.
- 5. Player Eligibility:** Players who are not eligible are not allowed to participate in this Tournament. The participation of an ineligible player may result in the player's disqualification. To be eligible, you must: be a current APA member; be at least 18 years of age; currently be on the roster of an active APA League team, playing in the format (8-Ball or 9-Ball) in which you are participating in this Tournament ("Tournament Format"); have been on the roster of an active APA League team playing in the Tournament Format at all times since participating in the Local Qualifier Board through which you qualified for this Tournament ("Qualifier Board"); have at least 10 match scores in the Tournament Format in the two years prior to the date of the Qualifier Board. Individuals affiliated with the ownership or operation of any APA League are ineligible for this Tournament, including, but not limited to: all individuals, or shareholders, members, officers, or directors of any entities that own APA franchises (collectively "League Operators" each a "League Operator"); any spouse, significant other, relationship-partner of a League Operator; any member of a household in which a League Operator resides; any person involved in the computation of skill levels or in a position to adjust, change, influence or manipulate team roster or players' skill levels; any other person affiliated with a League Operator. A player's eligibility may also be affected by additional requirements stated in your League's Local Bylaws. Questions about your eligibility must be directed to APA before this Statement is submitted. APA shall have sole discretion to decide whether a particular player is eligible to participate in the Tournament, and APA's determination regarding a player's eligibility is final.
- 6. Obligation To Present and Check Identification Of All Players:** You certify that you have read, and understand the section of the Tournament Rules titled "Obligation To Present And Check Identification Of All Players."
- 7. Handicap Manipulation/"Sandbagging" Will Not Be Tolerated:** By signing this Statement, you are representing that you will not engage in handicap manipulation or sandbagging. By signing this Statement, you acknowledge that handicap manipulation, or actions that have the appearance of handicap manipulation, compromise the fairness and integrity of the Tournament, will not be tolerated, and can lead to your disqualification.
- 8. Excessive Skill Level Movement:** By signing this Statement, you hereby acknowledge that the Tournament Director: is the sole judge of each player's ability for the purposes of handicapping this Tournament; has the authority to set a player's skill level in its sole judgment and discretion; and may raise a player's skill level at any time before, during or after this Tournament to whatever skill level its determines is the player's Highest Skill Level in its sole judgment and discretion. You further acknowledge that determinations regarding of a player's ability and Highest Skill Level are necessarily subjective and that each such determination is unique and therefore applicable only to that specific player; and any action or inaction taken by the Tournament Director with regard to a particular player has no effect on, and will not limit, the authority of the Tournament Director to take whatever action the Tournament Director considers appropriate, if any, regarding you or other players.
- 9. Disqualification:** By signing this Statement, you acknowledge that the Tournament Director has the authority to disqualify any player from this Tournament and that the Tournament Director may exercise that authority in its sole judgment and discretion at any time prior to, during, or after the Tournament. By signing this Statement, you acknowledge that the following actions may constitute grounds for disqualification: (a) excessive skill level movement, (b) irregularities in, or falsification of, any Tournament scoresheet or documents relating to your eligibility or qualification for this Tournament, (c) fraudulent actions, or omissions of whatever nature, (d) sportsmanship violations or conduct deemed to discredit or affect the

integrity of the Tournament, APA or the sport; or (e) any other behavior deemed deserving of disqualification by the Tournament Director. Any disqualified player will be deemed to have forfeited all titles, awards, and prize money they would have otherwise been entitled to. Each disqualified player is subject to a minimum two year suspension of their APA membership.

IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THIS TOURNAMENT, I, THE UNDERSIGNED PLAYER, AGREE AS FOLLOWS:

- A. I have read and understand the contents of this Statement, and affirm and accept each of the representations and acknowledgments made herein. Further, I agree to follow, and be governed by: the Tournament Rules and APA's Standard Rules.
- B. **I certify that the skill level I have written below reflects my Highest Skill Level, as that term is defined above, as of the date this Statement is submitted at the Tournament's Registration.** If I have not written in a skill level below, I am certifying that the skill level printed on the Tournament roster is my Highest Skill Level.
- C. **I recognize, acknowledge and accept that the Tournament Director has the full authority to conduct this Tournament and to make all rulings and determinations that the Tournament Director considers appropriate to ensure the fairness and equitability of the Tournament in its sole and absolute judgment and discretion, including the authority to: set or change each player's skill level to reflect the player's Highest Skill Level; to disqualify me from the Tournament; or to take such other actions as the Tournament Director considers appropriate in the exercise of its sole discretion, judgment and authority.**
- D. I recognize, acknowledge and accept that the determination of a player's pool paying ability or the determination of whether a player's skill level reflects the player's actual ability is inherently subjective and a matter of the Tournament Director's judgment.
- E. In the event of my disqualification, the disqualification of another player, an increase in my **skill level**, or other ruling, decision, judgment, or exercise of discretionary authority adverse to me, I agree any challenge to a decision made by the Tournament Director, including any decision regarding my skill level, or regarding my disqualification, shall be strictly limited to the Tournament appeal procedures set out in the Tournament Rules. I further agree that the result of the Tournament appeal shall be final, conclusive, and binding upon me.
- F. I agree my appeal of any disqualification, increase in 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 recover damages or losses in excess of a refund of my entry fee into this Tournament.
- G. **FULL RELEASE:** I HEREBY AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE APA, TOURNAMENT OFFICIALS, THE TOURNAMENT DIRECTOR, ALL APA LEAGUE OPERATORS, THE TOURNAMENT VENUE, AND SPONSORS, AND ANY AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARENT ENTITIES, SUBSIDIARIES, OR AFFILIATES OF THOSE INDIVIDUALS OR ENTITIES (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES 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 ANY OF THE RELEASED PARTIES; (2) PERSONAL OR BODILY 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. I AGREE I WILL NOT SUE OR ASSERT ANY CLAIM (INCLUDING FOR DAMAGES, DECLARATORY, OR INJUNCTIVE RELIEF) REGARDING THIS TOURNAMENT IN ANY COURT, FORUM OR PROCEEDING. IF ANY CLAIM IS BROUGHT BY ME, OR ANYONE ACTING ON MY BEHALF, IN ANY COURT, FORUM OR PROCEEDING AGAINST THE RELEASED PARTIES, OR A RELEASED PARTY, I AGREE TO PAY SUCH PARTY'S REASONABLE ATTORNEYS' FEES INCURRED IN DEFENDING, SETTLING, OR OBTAINING DISMISSAL OF THE ACTION.
- H. I agree to pay for any injury, damage or loss to person or property caused by my conduct during this Tournament. In the case any loss is incurred or any charge or claim is made against any of the Released Parties for any injury, damage or loss to person or property caused by my conduct, act or inaction, I agree to defend and indemnify the Released Party or Released Parties from and against such charge or claim. If the Tournament is cancelled, or the place of the Tournament is changed, for any reason, I understand that my only remedy is the refund of my entry fee.
- I. **GRAPHIC/VIDEO/AUDIO/MEDIA APPEARANCE RELEASE:** In connection with my appearance at, and participation in, the Tournament, and all related activities, I give APA, and its licensees, designees and assigns, the full, unconditional and irrevocable right to (1) film, photograph, tape, record and edit me 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 Tournament by use of any means, media or technology (collectively "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, and (3) edit, modify, adapt, make derivative works from, copyright and otherwise use my Appearance as APA chooses. I recognize that content of my Appearance (including how the content is edited or how I may be depicted or portrayed) may be viewed as favorable, positive, humorous, embarrassing, unfavorable, or negative, and I hereby waive any claim that I may have against APA or any employee, representative, agent, assign or licensee relating to how my Appearance is edited, depicted or portrayed in any work that may be created. I expressly waive any claim of any right or interest in any 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 connection with any Appearance and APA shall have full rights to license others to use them in any manner at APA's discretion.
- J. **I certify that I am an APA member in good standing and an amateur player, without any professional characteristics, and I am eligible to participant in this Tournament. I certify my representations in this Certification Statement are true and correct to the best of my knowledge, information, and belief. I further acknowledge that it is my responsibility to ensure that the Tournament scoresheets reflect any changes to my skill level made on this Statement.**

DATE _____

CELL PHONE # _____

FORMAT: (please circle one) **8-BALL** OR **9-BALL**

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

IF YOU PARTICIPATE IN MORE THEN ONE LEAGUE AREA, PLEASE INDICATE YOUR SKILL LEVEL IN THAT AREA HERE:

HIGHEST SL _____	PLAYER # _____
---------------------	-------------------

