

Team Name: \_\_\_\_\_ Team Number: \_\_\_\_\_

## WORLD QUALIFIERS TEAM CERTIFICATION STATEMENT

**THIS COMPLETED STATEMENT MUST BE PRESENTED PRIOR TO THE START OF THE TOURNAMENT**

All players of the Team must certify that the skill levels listed on this TEAM CERTIFICATION STATEMENT accurately reflect each player's "Highest Skill Level" as that term is defined below.

Each player's HIGHEST SKILL LEVEL is the highest of the following: (1) the skill level that the player and the Team believe represents the player's best pool playing ability, (2) the player's highest APA assigned skill level in any APA League area in which the player currently plays, (3) the player's session-ending skill level in the session in which the Team qualified for this Tournament, (4) the player's highest session-ending skill level in any session after the session in which the Team qualified for this Tournament, (5) the skill level assigned to the player by a Handicap Advisory Committee (HAC) for a Local League in which the player is playing, or has played, or APA's Handicap Review Committee (the "HRC"), (6) the skill level assigned to the player during any prior Higher Level Tournament (including any prior National Singles Championships, National Team Championships, 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 Local League in which the affected player has played).

If, after this Team Certification Statement (the "Statement") is signed, the Tournament Director determines that a player's skill level indicated on this Statement, is lower than that player's Highest Skill Level, or if the player's skill level increases during the Tournament due to the player's performance at the Tournament, the Team may be **disqualified from this Tournament and/or suffer other penalties**. NOTE: claims that a player is playing above their skill level because they practiced prior to attending this Tournament or because they consumed fewer alcoholic beverages during the Tournament than they do during regular League play will not be considered sufficient grounds to challenge a disqualification or other penalty. **If having reviewed the information stated above, you believe that any player's assigned skill level is lower than that player's Highest Skill Level, as defined above, you must request that the player's skill level be changed by writing in the player's Highest Skill Level in the space provided next to their name below. This is your Team's only opportunity to ensure that each player is playing at their Highest Skill Level during this World Qualifier Tournament (the "Tournament").**

Any player that does not sign this Statement, or does not write in their Highest Skill Level on this Statement, will be ineligible to play in the team's matches until the player signs this Statement and writes their Highest Skill Level next to their name on this Statement. The skill level of any player that has not signed this Statement will be omitted from the team's scoresheets until the round following the player's signing of this Statement.

### RULES FOR PARTICIPATION (Please Read)

- 1. Tournament Director:** The APA World Pool Championships, including the World Qualifiers, are operated and administered by the 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 the APA's World Pool Championships. APA has designated the League Operator of the Local APA Pool League as the Tournament Director of this Tournament. The League Operator may designate others to assist them in performing their duties as Tournament Director. As the Tournament Director, the League Operator, or their designee(s), has the full and absolute authority to make all rulings, decisions and judgments, in their sole discretion, on all issues and matters related to this Tournament. The rulings, determinations and judgments made by the Tournament Director and APA are final.
- 2. Handicapped Tournament:** This is a handicapped Tournament. The objective is that the Tournament 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 a player's skill level based on data from the player's prior performances in APA League and Tournament matches. *The Equalizer*® calculates skill levels using mathematical formulas that analyze data from match scoresheets, a player's win/loss record, subjective judgments of League Operators and/or APA made based on a player's performance data and/or observations of the player's ability and performance. While *The Equalizer*® calculates a skill level for each player, those skill levels must be certified by each player and the Team, in accordance with the criteria stated above. Through *The Equalizer*®, the Tournament Director may adjust a player's skill level up or down during the course of the Tournament based on the player's performance in this Tournament. By signing this Statement, the undersigned 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 their skill levels during the Tournament.
- 4. APA's Standard Rules Apply:** The rules contained in The Official APA/CPA 8-Ball and 9-Ball Game Rules Booklet and the Official Team Manual (collectively "APA's Standard Rules") are applicable to all Tournament matches to the extent that they do not conflict with this Statement or the Tournament Rules (the "Tournament Rules"). Your Local League Management can provide you with a copy of the 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 their team being disqualified. During this Tournament, each team's roster is limited to a maximum of 8 players, at least 4 of which must be original members of the team's roster from the session the team qualified. To be eligible to be on the team's Tournament roster a player also must: have been on the team's roster during the most recent Spring Session of the Local League from which the team qualified from (the "League"); have at least 10 match scores in the format(s) (8-Ball or 9-Ball) the team has qualified to compete in during the Tournament (the "Qualifying Format"); have played at least 4 times with the team in the Qualifying Format during the League's most recent Spring Session, unless the League's Local Bylaws require the player to have played more matches, in which case, the player must have played that number of matches; be at least 18 years old. Further, 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 rosters or players' skill levels; any other person affiliated with a League Operator. A player's eligibility may also be affected by additional requirements imposed on the team by the League's Local Bylaws. Questions about a particular player's eligibility must be directed to APA before this Statement is submitted. During the Tournament, a particular player's eligibility shall be determined by the Tournament Director. The determination made by the Tournament Director and/or APA regarding a player's eligibility is final.
- 6. The 23-Rule:** The 23-Rule will be enforced throughout the Tournament. For more information regarding the 23-Rule, and how it is applied, see APA's Standard Rules and the Tournament Rules. You are not allowed to add a player to the team's roster in order to satisfy the 23-Rule. The skill levels of ineligible players will not be counted for the purposes of determining whether a team is capable of satisfying the 23-Rule.
- 7. Handicap Manipulation/"Sandbagging" Will Not Be Tolerated:** By signing this Statement, each player is representing that they will not engage in handicap manipulation or sandbagging. By signing this Statement, the team, and each individual player, acknowledges 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 the disqualification of the team.
- 8. Excessive Skill Level Movement:** By signing this Statement, the team, and each individual player, hereby acknowledge that the Tournament Director and/or APA: are the sole judges of each player's ability for the purposes of handicapping this Tournament; have the authority to set a player's skill level in their 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 they determine is appropriate in their sole judgment and discretion. The team, and each individual player, hereby further acknowledge: that determinations regarding 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 that any action or inaction taken by the Tournament Director or APA with regard to a particular player or team has no effect on, and will not limit, the authority of the Tournament Director or APA to take whatever action the Tournament Director or APA consider appropriate, if any, regarding other players or teams.
- 9. Disqualification:** By signing this Statement, the team, and each individual player, hereby acknowledge that the Tournament Director and APA have the authority to disqualify any team or player from this Tournament and that the Tournament Director and APA may exercise that authority in their sole judgment and discretion at any time prior to, during, or after the Tournament. By signing this Statement, the team, and each individual player, hereby acknowledge that the following actions may constitute grounds for disqualification: (a) excessive skill level movement, (b) irregularities or falsification of any Tournament scoresheet or documents relating to the team's eligibility or qualification for the 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 or APA. Any

disqualified team will be deemed to have forfeited all titles, awards, and prize money the team would have otherwise been entitled to. Each member of a disqualified team is subject to a minimum two year suspension of their APA membership.

**10. Travel Assistance:** APA's policy is that the Local League Operator awards Travel Assistance to the team(s) advancing to the World Pool Championships in Las Vegas, Nevada. Travel Assistance is to offset some or all of the expenses the Team incurs traveling to and participating in the World Pool Championships. Any team receiving Travel Assistance will be required to demonstrate that its members made arrangements to travel to, and participate in, the World Pool Championships. The Travel Assistance fund is to be split equally among the team members going to Las Vegas. The Travel Assistance is not prize money and should not be considered prize money. If a team qualifies for the World Pool Championships, but does not intend to travel to the Tournament, the team is not eligible to receive Travel Assistance. Rather, the Travel Assistance will be awarded to the next highest finishing Team that will attend the World Pool Championships. Likewise, if one or more players on a qualifying team cannot, or does not intend to, travel to the World Pool Championships, the player(s) that does not travel is not eligible for any portion of the Travel Assistance.

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

- A. We have read and understand the contents of this Statement, and affirm and accept each of the representations and acknowledgments made herein. Further, we agree to follow, and be governed by, the Tournament Rules and APA's Standard Rules.
- B. **We certify that the skill levels we have written below reflect each player's Highest Skill Level, as that term is defined above, as of the date this Statement is submitted.**
- C. **We recognize, acknowledge and accept that the Tournament Director and APA have the full authority to conduct this Tournament and to make all rulings and determinations that the Tournament Director and APA consider appropriate to ensure the fairness and equitability of the Tournament in their sole and absolute judgment and discretion, including the authority to: set or change each player's skill level to reflect the player's pool playing ability; to disqualify our team or any of our team's players from the Tournament; or to take such other actions as the Tournament Director and APA consider appropriate in the exercise of their sole discretion, judgment and authority.**
- D. We recognize, acknowledge and accept that the determination of a player's pool playing 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 and APA's judgment.
- E. In the event of any disqualification of a player or our team, an increase of a player's skill level, or other ruling, decision, judgment, or exercise of discretionary authority adverse to a player or our team, we agree any challenge to a decision made by the Tournament Director and/or APA, including any decision regarding a player's skill level, or regarding the disqualification of this team, or any player on this team, shall be strictly limited to the Tournament appeal procedures set out in the Tournament Rules. We further agree that the result of the Tournament appeal shall be final, conclusive, and binding upon us.
- 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 recover damages or losses in excess of a refund of our entry fee into this Tournament.
- G. **FULL RELEASE: EACH OF THE UNDERSIGNED HEREBY AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE APA, TOURNAMENT OFFICIALS, THE TOURNAMENT DIRECTOR, ALL APA LEAGUE OPERATORS, THE TOURNAMENT VENUE, ANY 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 OUR 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/INACTONS WHETHER NEGLIGENT, RECKLESS, KNOWING OR INTENTIONAL. WE AGREE WE 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, OR ON BEHALF OF, ANY PLAYER(S) OR THE TEAM IN ANY COURT, FORUM OR PROCEEDING AGAINST THE RELEASED PARTIES, OR A RELEASED PARTY, WE AGREE TO PAY SUCH PARTY'S REASONABLE ATTORNEYS' FEES INCURRED IN DEFENDING, SETTLING, OR OBTAINING DISMISSAL OF THE ACTION.**
- 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 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 due to the conduct, act or inaction of any of us, we agree to defend and indemnify the Released Party or 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 a refund of our Tournament entry fee and/or green fee.
- J. **GRAPHIC/VIDEO/AUDIO/MEDIA APPEARANCE RELEASE:** In connection with our appearance at, and participation in, the Tournament and all related activities and our visit to the Tournament site, we each give APA, and its licensees, designees and assigns, including the Tournament Director, the full, unconditional and irrevocable right to (1) film, photograph, tape, record and edit each of us and to use our personal biographic information, including without limitation, our 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 our 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 our Appearance as APA chooses. We each recognize that content of our Appearance, including how the content is edited or how any of us may be depicted or portrayed, may be viewed as favorable, positive, humorous, embarrassing, unfavorable, or negative, and we each hereby waive any claim that we may have against APA or any employee, representative, agent, assign or licensee relating to how our Appearance is edited, depicted or portrayed in any work that may be created. We each expressly waive any claim of any right or interest in any Appearance and any compensation or other benefits for our Appearance in any media or distribution outlet. We each 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.
- K. We certify that each of us are: Members of APA in good standing; that we are amateur players, without any professional characteristics, and eligible to participate in this Tournament. We each certify our representations in this Statement are true and correct to the best of our knowledge, information, and belief. We each further acknowledge that it is the responsibility of each of us to ensure that the Tournament scoresheets reflect any changes to our skill levels made on this Statement.

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

LEAGUE OPERATOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_