

BB Challenge Rules

2018–2019 Banded Bird Challenge Rules

2018-2019 BB CHALLENGE RULES, RELEASE, AND INDEMNITY AGREEMENT

PARTICIPATION: 1. All entrants in the Banded Bird Challenge (BB Challenge) must have completed entry and paid the \$20 entry fee before having harvested and submitted the band for entry in the Challenge, all entrants must be willing to submit to a polygraph if so requested by the BB Challenge committee. Membership in the Texas Dove Hunters Association (TDHA) is not required to participate in the Challenge. A Youth entry must be at least 10 years old at the time of submitting an entry form in order to be eligible for the BB Challenge. Entry fee is FREE to youth ages 10-13. Entry fee for ages 14 and older at time of entry is \$20. Any participant who harvests a qualified BB Challenge bird during the 2018-2019 contest, who is a current and active member of the Texas Dove Hunters Association (TDHA), will be entered in to a drawing for a TDHA logo shotgun. Membership must be completed prior to the harvest of a banded bird.

2. Participants must comply with State of Texas Rules and Regulations and agree to be bound by the terms of these BB Challenge Rules, Release, and Indemnity Agreement. ALL participants must have a valid Texas hunting license provided by Texas Parks and Wildlife Department (TPWD). **3.** No salaried employee or member of the board of directors of the Texas Dove Hunters Association or designated volunteer trapper shall be eligible to enter the competition for a prize. Any person who has failed to pass the polygraph examination, if required, or any person who has at any time been charged with or committed an offense as defined in TPWD Rules & Regulations as explained in the Parks and Wildlife Code is BANNED from participating in the Challenge and any future TDHA BB Challenges.

DATES/TIME: 4. The Challenge will begin at sunrise on Saturday, September 1, 2018, and end at sunset on Thursday, January 31, 2019. Only TDHA banded Eurasian Collared Doves harvested during this period will be eligible for the contest.

METHOD OF HARVEST: 5. All birds entered in to competition for prizes must have been harvested by the contestant by use of shotgun only. Trapping, netting or use of rifle, pistol, air gun, explosive or stupefying substance are not permitted.

CHALLENGE BOUNDARIES: 6. Boundaries for harvest are within the state lines of Texas. No birds harvested outside the state lines of Texas, otherwise defined as challenge boundaries, will be eligible for prizes or entry in the BB Challenge. Birds harvested outside the boundaries or outside the designated dates of the challenge will receive a harvest pack for recognition of having harvested and participated in the research data being obtained.

ENTERING BIRDS: 7. Birds eligible to be entered in the Challenge are banded Eurasian Collared Dove ONLY. Once a bird with the BB Challenge band on it has been harvested, the person who harvested the bird and has possession of the band should call TDHA and complete the Harvest Form by phone. All winning bands shall be photographed (preferably still on the birds' leg but not mandatory) and submitted to TDHA for identity. 8. All banded birds entered in the challenge must have been harvested by the participant and must be entered by phone (210) 764-1189, a copy of the Harvest Form can be found on the TDHA website (www.texasdovehunters.com/tbbc). No band will be officially entered until an official harvest form is completed and photograph of the band is received by TDHA. 9. No transfer of birds among Challenge participants shall be allowed. 10. Bands must be called in within 48 hours of being harvested. No bands may be called in after 5:00 P.M. on February 2nd, 2019. 11. Band must be easily identifiable and not intentionally altered in any way. Any band that is intentionally altered or tampered with in any way is automatically disqualified.

RULES: 12. 300 banded Eurasian Collared Dove will be released within the Texas challenge boundaries. The bands placed on the birds left leg will read "Winner! Call 210-764-1189 or go to www.texasdovehunters.com Nos. 18001-18300". All prizes will be awarded at the end of the Challenge. Time and date of the drawing will be sent to each entrant. All entries will be submitted into a drawing for predetermined prizes beginning with the top prizes. TDHA reserves the right to release additional birds with bands or to assign additional prizes throughout the challenge. To be eligible, each banded bird, with the band still identifiable, intact, and unaltered, must be entered in to the Challenge by phone, in which all data requested must be completed at time of entry, and a photo of the band submitted. If a participant under 18 years of age, on the day of drawing, is a winner of a prize gun, a parent and/or legal guardian must complete FFL procedures and pass the background check in order to receive the gun. In the event the parent and/or guardian of the winner does not pass the FFL procedures, the underage participant will receive a standard membership (new or renewal) to TDHA in lieu of the gun. Any participant who wins a prize gun must complete and pass FFL requirements. Failure to pass FFL background checks will result in the forfeiture of the prize gun.

OUTFITTERS DIVISION: 13. All eligible outfitters who sell a hunt to a customer with a qualifying TDHA band entry from one of their properties, will be entered in to a drawing to win a guided trophy trout fishing trip for two at Baffin Bay in 2019, pending passing of a polygraph if so required. To be eligible, outfitters must be entered in the BB Challenge. Any outfitter can have more than one qualifying TDHA band entry.

FIRST FLIGHT HIGH SCHOOL DIVISION: 14. All RULES, RELEASE, AND INDEMNITY agreements of the BB Challenge apply to this division. 15. Any youth currently enrolled in high school at the time of harvesting a BB Challenge banded bird, and who submits a qualifying entry, is automatically entered in to a drawing after completion of the Challenge for a \$1,000 scholarship to an accredited college or university. 16. The winning participant's parent and/or guardian must agree to sign a scholarship agreement that includes default provisions based on performance. The intent of this award is to assist with an education at an accredited college or university based on minimum requirements for full-time students as supplied by the chosen school. 17. Each youth who submits a band for entry must have a parent/guardian and/or adult sponsor who can verify this specific harvest by the youth. Upon completion of the online

entry and validation, the parent/guardian and/or adult sponsor must sign and agree to abide by all BB Challenge Rules, including polygraph testing if requested by the BB Challenge committee.

FIRST FLIGHT YOUTH DIVISION: 18. All RULES, RELEASE AND INDEMNITY agreements of the BB Challenge apply to this division. 19. To be eligible for this division, youth must be at least 10 years of age or older but not have enrolled in high school at the time of harvesting the TDHA banded bird. All qualified division entries will be entered in to a drawing for an overnight stay and two ½ day hunts with a parent or legal guardian at an outfitter arranged by TDHA. 20. Rule 17 is also applicable.

OTHER RULES: 21. If a participant under 18 years of age wins a prize, their legal guardian over 18 years of age will receive the prize on their behalf. 22. Any person, including minors and their parent/sponsor entering the Challenge agrees to submit to taking a polygraph if requested. Polygraph tests are to be taken at the time requested by the BB Challenge Committee. Failure to take and/or to pass the polygraph SHALL result in disqualification. All travel expenses are to be paid by entrant. 23. Any protest must be submitted, in writing, to the TDHA BB Challenge Director at 900 NE Loop 410, Ste.D213, San Antonio, TX 78209 by 5:00 p.m. on Friday, March 1, 2019. 24. The decision of the TDHA, the Challenge Director, and the TDHA Challenge Rules Committee, in their sole discretion, shall be final on any matter. 25. Top prize-winners are responsible for payment of any applicable taxes.

PRIZES: 26. Participants shall be eligible to win only one prize in this Challenge except for the Member drawing where a current active member can receive a top prize and be eligible for the member drawing prize. The First Flight Division winners who may receive a top prize if so drawn and the First Flight award if so drawn in the separate First Flight Division drawing. Any youth or child can win only one scholarship in this Challenge as long as they participate in the First Flight Division. If an entrant is drawn and has more than one TDHA band entered, the entrant is not eligible to win any other top prize in the Challenge drawing during the current year. Top prize-winners will be required to arrange for collection of their prize with TDHA. If a participant under 16 years of age on the day of the Awards Ceremony is the winner of the Polaris Ranger, a shotgun will be awarded in lieu of the Polaris, he or she will need a parent or guardian to complete the FFL requirements and pass the background check. All fees, taxes, shipping, and delivery costs are the responsibility of the winning prize recipient.

DISCLAIMER: The entire responsibility for valid member status and correctness of any official entry form rests solely on the entrant.

RELEASE, HOLD HARMLESS AND INDEMNITY: 27. IN CONSIDERATION OF BEING ALLOWED TO ENTER THE BANDED BIRD CHALLENGE, EACH PERSON AGREES AND CONTRACTS TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE TEXAS DOVE HUNTERS ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, THE CHALLENGE DIRECTOR AND ALL COMMITTEE PERSONS, THE CHALLENGE SPONSORS OWNERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING OUT OF OR IN ANY MANNER WHATSOEVER CONNECTED WITH THE CHALLENGE INCLUDING ITS PLANNING,

OPERATION OR CONDUCT AND INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, WRONGFUL DEATH, SURVIVAL DAMAGES, ECONOMIC LOSS, PROPERTY DAMAGES OR CLAIMS RELATING IN ANY WAY TO THE AWARDED OF PRIZES IN THE CHALLENGE. IT IS THE EXPRESS INTENTION OF THIS AGREEMENT THAT EACH ENTRANT IS INDEMNIFYING EACH OF THE FOREGOING RELEASED AND INDEMNIFIED 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. THE PARENT OR GUARDIAN OF ANY MINOR ENTERING IN, REGISTERING FOR OR HUNTING IN THE CHALLENGE DOES FURTHER CONTRACT AND AGREE THAT THIS RELEASE AND HOLD HARMLESS AGREEMENT SHALL BE BINDING UPON ANY MINOR ENTERING THE CHALLENGE. WINNER WILL BE REQUIRED TO EXECUTE AN ADDITIONAL RELEASE, INDEMNITY AND HOLD HARMLESS UPON RECEIPT OF PRIZE. 28. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE CHALLENGE SHALL BE SETTLED BY BINDING ARBITRATION CONDUCTED IN SAN ANTONIO, BEXAR COUNTY, TX, IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. 29. SHOULD LITIGATION OR ARBITRATION RESULT BETWEEN A PARTICIPANT AND TDHA, IT IS AGREED THAT THE PREVAILING PARTY IN SUCH LITIGATION OR ARBITRATION SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY FEES AND COSTS.