

Observed Licence Test

Assessor Individual Application



This form is to be completed by any person wishing to be approved as an Observed Licence Test (OLT) assessor (Assessor).

Please note: Some of the information contained within this form will be provided by Motorsport Australia to licence applicants to assist them in booking an OLT.

Please return completed form to Motorsport Australia
Email: memberservices@motorsport.org.au

OFFICE USE ONLY

MOTORSPORT AUSTRALIA
MEMBER NUMBER

Details

SURNAME

GIVEN NAMES

DATE OF BIRTH

— —

Must be at least 21 years of age and hold a current civil drivers licence

GENDER

MALE

FEMALE

NON-BINARY

DIFFERENT TERM

Please specify:

PREFER NOT TO SAY

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME (1)

EMERGENCY CONTACT NUMBER (1)

EMERGENCY CONTACT NAME (2)

EMERGENCY CONTACT NUMBER (2)

Working with Children Check (ALL STATES)

NAME

REFERENCE
NUMBER

EXPIRY

— —

Provide a scanned copy of your check along with this application

Criteria

EVIDENCE OF CURRENT CERT 4 IN TRAINING AND ASSESSING OR EXPERIENCE IN COACHING AND ASSESSING.

I HAVE A CERT 4 IN TRAINING AND ASSESSING

(not compulsory)

YES

NO

If YES, please attach evidence of this qualification.

RELEVANT DISCIPLINE *(tick all that apply)*

CIRCUIT

RALLY

OFF ROAD

PERMISSION TO ADVERTISE EMAIL ADDRESS AND PHONE NUMBER
ON THE MOTORSPORT AUSTRALIA WEBSITE

YES

NO

COMPLETED COACHING MODULE

YES

NO

Criteria

EVIDENCE OF MOTORSPORT AUSTRALIA COMPETITION EXPERIENCE

CURRENT LICENCE OR HIGHEST PAST LICENCE HELD
(including the year last held)

MOTORSPORT DRIVER ASSESSMENT EXPERIENCE

LIST YOUR MOTORSPORT AUSTRALIA COMPETITION DRIVING EXPERIENCE

If not available, explain the other skills and knowledge you have that will enable you to assess motorsport driving competence.

Risk Warning and Disclaimer

Motorsport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death. If you do not wish to be exposed to such risks, then you should not participate in the Motorsport Activities.

Acknowledgement of Risks

I acknowledge that the risks associated with attending or participating in Motorsport Activities include but are **not limited** to the risk that I may suffer harm as a result of:

- motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
- other participants acting dangerously or with lack of skills;
- high levels of noise exposure;
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.

Exclusion of Liability, Release and Indemnity

In exchange for being able to attend or participate in the Motorsport Activities, **I will and agree to:**

- to **release** Motorsport Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - my **death**;
 - any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - the contraction, aggravation or acceleration of a **disease** including but not only COVID-19;
 - the coming into existence, the aggravation, acceleration or recurrence of any other **condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs**:
 - that is or may be harmful or disadvantageous to me or the community; or
 - that may result in harm or disadvantage to me or the community;
 - any claim for any costs and expenses I may incur as a consequence of any of the above;
- arising from my participation in or attendance at the Motorsport Activities;
- to **indemnify and hold harmless and keep indemnified** Motorsport Australia and the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- to attend at or participate in the Motorsport Activities at my own risk.

I understand that:

- nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of Motorsport Australia and the Entities as the supplier of the Motorsport Activities and Recreational Services;
- nothing in this document prevents Motorsport Australia and the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded, however the liability of Motorsport Australia and the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- Motorsport Australia has arranged for limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motorsport Activities. I acknowledge and accept that the insurance taken out by Motorsport Australia may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motorsport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account Motorsport Australia's insurance arrangements, this document and my own circumstances.

Where Motorsport Activities are held in the following jurisdictions, I acknowledge that I have also read and accept the following warnings:

Under Australian Government Consumer Law (which is part of the **Competition and Consumer Act 2010 (Commonwealth)**), several guarantees are implied into contracts for the supply of certain goods and services. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Motorsport Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by me as a result of the reckless conduct of Motorsport Australia and the Entities.

Warning Applicable in Relation to Motorsport Activities Held in Victoria

Warning Under The Australian Consumer Law and Fair Trading Act 2012:

Under **The Australian Consumer Law (Victoria)**, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to me:

- are rendered with due care and skill;
- are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result I have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012 (Vic)**, the supplier is entitled to ask me to agree that these conditions do not apply to me. I understand that if I sign this form, I am agreeing that any rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if I am killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: I note that the change to my rights, as set out in this form, does not apply if my death or injury is due to gross negligence on the supplier's part.

"Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the **Australian Consumer Law and Fair Trading Regulations 2012** and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

Warning Applicable in Relation to Motorsport Activities Held in South Australia

Under sections 60 and 61 of **The Australian Consumer Law (SA)**, if a person in trade or commerce supplies me with services (including recreational services), there is a statutory guarantee that those services:

- will be rendered with due care and skill; and
- any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve, (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, Restricting or Modifying My Rights:

Under section 42 of the **Fair Trading Act 1987 (SA)**, the supplier of recreational services is entitled to ask me to agree to exclude, restrict or modify their liability for any personal injury suffered by me or another person for whom, or on whose behalf, I am acquiring the services (a third party consumer). If I sign this form, I am agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if I or the third party consumer suffer personal injury.

Important:

I do not have to agree to exclude, restrict or modify my rights by signing this form. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by signing this form. Even if I sign this form, I may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify their rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify my rights:

I agree that the liability of Motorsport Australia and the Entities for any death or personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded. Further information about these rights can be found at www.cbs.sa.gov.au

Definitions:

- "Claim" means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does NOT include a claim under a Motorsport Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;
- "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insureds listed in Motorsport Australia's public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, service crew, delegates, licence holders, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;
- "Motorsport Activities" means any motorsport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers or otherwise are under the responsibility / control of Motorsport Australia;
- "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;
- "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
 - a sporting activity; or
 - a similar leisure time pursuit or any other activity that:
 - involves a significant degree of physical exertion or physical risk; and
 - is undertaken for the purposes of recreation, enjoyment or leisure.

Terms and Conditions

Motorsport Officials Code of Ethics

I agree to be bound by the NCR, and also by the Motorsport Australia National Officiating Program Code of Ethics outlined below:

- Place safety and welfare above all else;
- Accept responsibility for all actions taken;
- Be impartial;
- Avoid any situation which may lead to a conflict of interest;
- Be courteous, respectful and open to interaction;
- Seek continual self-improvement through training, performance appraisal and regular updating of competencies;
- Be a positive role model in behaviour and personal appearance; and
- Maintain equal opportunity and harassment free sport practices.

Respect Code

Motorsport Australia is committed to providing a fair, safe and socially responsible motorsport for all members of the Motorsport Community. In participating in a Motorsport Australia event, in any capacity, a standard of behaviour is expected in accordance with our shared values.

We value each other, our differences, our opinions and we commit:

- To treat all people with dignity, respect and fairness, regardless of age, disability, sex, race, culture or ethnicity, religious beliefs, social background, sexual orientation or gender identity.
- To recognise that people of all backgrounds can offer a valuable contribution to motorsport and support Motorsport Australia's commitment to be inclusive and welcome all members of the Australian community into our sport.
- To be ethical, fair and honest, and always act with integrity.
- To be responsible for the physical and psychological safety and welfare of all people involved in motorsport.

I understand that my role in motorsport, whether it be as a competitor, official, volunteer, crew or spectator, contributes to the image of motorsport as a welcoming, friendly and fair sport. I understand that breaching these obligations may result in disciplinary action.

Fit and Proper Person

I acknowledge and agree that it is a fundamental condition of issue of this licence and its continuing validity that I:

- have advised Motorsport Australia in writing of any act, omission, fact or circumstance which may affect my ability to be and remain a fit and proper person to hold this licence and exercise the duties and privileges that relate to it;
- have advised Motorsport Australia in writing if I have been found guilty of or charged with any serious or indictable criminal offence or of or with any sexual offence (unless this is a 'spent' or 'annulled'¹ conviction); and
- undertake to advise Motorsport Australia immediately in writing upon any court of competent jurisdiction making any such finding, or upon being charged with any such offence.

I acknowledge and agree that Motorsport Australia may, in its absolute discretion, cancel, suspend or withdraw this licence at any time should it form the view that I may not be or am not a fit and proper person to hold this licence and/or exercise any of the duties and/or privileges that relate to it, without ascribing any reason or holding any hearing.

¹ As determined by the Crimes Act 1914 (Cth), Criminal Records Act 1991 (NSW), Criminal Law (Rehabilitation of Offenders) Act 1986 (Qld), Spent Convictions Act 2000 (ACT), Criminal Records (Spent Convictions) Act 1992 (NT), Spent Convictions Act 1988 (WA) and/or the Annulled Convictions Act 2003 (Tas) (including their successors and replacements.)

Declaration

ANY APPLICANT MAKING A FALSE DECLARATION IS LIABLE TO REFUSAL AND CANCELLATION OF LICENCE AND/OR INSURANCE COVER

In submitting this application, the applicant to become an approved Observed Licence Test (OLT) provider (Applicant) agrees to the following terms and conditions:

1. Motorsport Australia will endeavour to contact each Applicant in due course to advise of the outcome of their application, however Motorsport Australia is under no obligation to accept or reject this application. Motorsport Australia may approve any other person to conduct an OLT in addition to the Applicant. Any decision to accept or reject an application is at the discretion of Motorsport Australia.
2. Any OLT conducted by the Applicant is conducted at their own risk and is not approved, controlled or sanctioned by Motorsport Australia. The Applicant warrants to Motorsport Australia that in conducting an OLT they will:
 - a. Act professionally and ensure that the OLT is run to a high standard and fit for purpose.
 - b. Not act in a manner which is inconsistent with Motorsport Australia's rules, policies and procedures.
 - c. Act fairly and reasonably in assessing any participant's application for an OLT.
 - d. Provide a safe environment for the conduct of the OLT in compliance with all OHS and legal obligations.
 - e. Assume all responsibility for the conduct of an OLT.
 - f. Obtain a full release and indemnity from each participant, official and pit crew in favour of Motorsport Australia who participates in an OLT.
 - g. Comply with all applicable laws which may apply to an OLT.
3. Motorsport Australia does not provide any insurance coverage in relation to anyone involved in an OLT conducted by an Applicant and it is the Applicant's obligation to ensure that sufficient insurance is in place to protect the Applicant and their staff, agents, contractors, participants, landowners, etc. from any claims which may arise out of or in relation to the OLT. As a minimum, Motorsport Australia requires that each Applicant maintains \$20,000,000 in public liability insurance which names Motorsport Australia and its related entities (and their directors, officers, employees, agents, contractors and volunteers) as insureds and any other insurance required at law. All costs incurred by Motorsport Australia as a consequence of the Applicant not being insured to the appropriate extent, shall become a debt due from the Applicant to Motorsport Australia. Upon request from Motorsport Australia from time to time, the Applicant shall provide evidence of compliance with the insurance requirements of this clause.
4. Where an OLT is conducted, the Applicant must:
 - a. give Motorsport Australia advance notice of the conduct of any OLT and only conduct that OLT at times and locations which are approved in writing by Motorsport Australia.
5. The Applicant shall indemnify and keep indemnified on demand Motorsport Australia and its related entities (and their directors, officers, employees, agents, contractors and volunteers) from and against all losses, claims, procedures, damages, costs and expenses (including legal fees and costs) which they may incur in respect of and arising directly or indirectly from the conduct of an OLT by the Applicant.
6. Any approval to be an OLT provider is valid for a period of four years from the date on which Motorsport Australia grants such approval. Motorsport Australia may withdraw that approval at any time in its sole discretion.

SIGNATURE

DATE