

J

2021/22



Racing NSW
Level 7, 51 Drutt Street
Sydney NSW 2000
Ph: (02) 9551 7500
Fax: (02) 9551 7587
ABN: 86 281 604 417

LICENCE APPLICATION – JOCKEY

(From 1 July 2021 to 30 June 2022)

Licence Fee: \$240.00

- Please follow the below instructions and return to Racing NSW:
o Compete section 1 to 13,
o Acknowledge and Sign section 14.

Form with 17 numbered fields: SURNAME, GIVEN NAMES, DATE OF BIRTH, PLACE OF BIRTH, PREFERRED NAME, RESIDENTIAL ADDRESS, SUBURB, STATE, POSTCODE, HOME PHONE NO, WORK PHONE NO, FAX NO, MOBILE NO, EMAIL ADDRESS, POSTAL ADDRESS, SUBURB, STATE, POSTCODE, RIDING WEIGHT (Kg's), NEXT OF KIN, NEXT OF KIN CONTACT NO, ALTERNATE NEXT OF KIN, NEXT OF KIN CONTACT NO.

NB: ANY CHANGES OF THESE DETAILS MUST BE NOTIFIED TO RACING NSW IMMEDIATELY.

DO YOU WISH FOR ADDRESS TO APPEAR IN THE CALENDAR – YES/NO ; IF SO – HOME/POSTAL

Please pay by Cheque, Money order, Credit Card or by direct deposit to Racing NSW (BSB 062000 Acc No 1442 1777). If paying by direct deposit please attach a receipt to your application as evidence of payment. This tax invoice becomes a remittance advice upon payment

Payment details section including Cardholder's Name, Expiry Date, CVN, and Amount.

OFFICE USE ONLY

Table with columns: Rec. No, Date Received, Amount Paid, HORSES, Data Entry

**Complete section 2 to 13 below:**

<b>2</b>	Is your Medical Assessment attached?      Yes <input type="checkbox"/> No <input type="checkbox"/> (if no, your application will be considered incomplete )
<b>3</b>	<p>Do you currently hold, or have you previously been issued a licence with another Principal Racing Authority?      No <input type="checkbox"/>      Yes <input type="checkbox"/></p> <p>If Yes, with which Racing Authority? .....</p> <p>Licence Category/s.....</p> <p>Date Issued (From): ..... (To): .....</p> <p>Do you /have you held a Jockey and Trainer Licence    No <input type="checkbox"/>    Yes <input type="checkbox"/></p> <p>Date Issued (From): ..... (To): .....</p>
<b>If you answer Yes to any questions from 4 to 11 please provide details</b>	
<b>4</b>	Are you currently under any ban/restriction imposed by any Racing Authority (except careless riding suspensions)?      No <input type="checkbox"/> Yes <input type="checkbox"/>
<b>5</b>	Are there any charges pending against you, or any open or unfinished inquiries, investigations or matters before any Racing Authority involving you?      No <input type="checkbox"/> Yes <input type="checkbox"/>
<b>6</b>	Have you ever had a licence disqualified, revoked, suspended, withdrawn, refused by any Racing Authority (except careless riding suspensions)?      No <input type="checkbox"/> Yes <input type="checkbox"/>
<b>7</b>	Are you currently incapacitated due to an injury which is subject of a Worker's Compensation Claim?      No <input type="checkbox"/> Yes <input type="checkbox"/>
<b>8</b>	Have you been incapacitated in the last 10 Years?      No <input type="checkbox"/> Yes <input type="checkbox"/>
<b>9</b>	Do you own or hold an interest in any horse(s) for racing purposes?      No <input type="checkbox"/> Yes <input type="checkbox"/>
<b>10</b>	Have you taken part in any unregistered race meeting in the last 10 years?      No <input type="checkbox"/> Yes <input type="checkbox"/>
<b>11</b>	<p>Have you in the last 10 years been charged with or convicted of a criminal offence, forfeited bail or are there any charges or civil proceedings pending against you? (You may be required to provide a National Police Certificate)</p> <p>***Please note condition b) of this licence: you are required to notify Racing NSW within 14 days if you are charged with or convicted of a criminal offence (LR51(2)) refers</p>
<b>12</b>	<p>Please provide the details of the last race meeting you rode.</p> <p>Date: .....</p> <p>Location: .....</p>
<b>13</b>	<p>Important Notice – Catastrophic Injury Fund Deed Poll - Release and Waiver - It is a condition of being granted a licence to ride in New South Wales that you agree to the Deed Poll - Release and Waiver set out on page 4 and that you sign this application in front of a witness.</p> <p>I acknowledge and agree that I have read the Deed Poll - Release and Waiver set out on page 4, agree to be bound by its terms and sign this application as a deed.</p> <p>Tick box:      <input type="checkbox"/></p>

## Read and acknowledge the below and sign in section 14:

### TERMS AND CONDITIONS OF LICENCE:

The rider acknowledges and agrees to be subject to and be bound by:

- a) the Rules of Racing of each Principal Racing Authority in which he/she rides as amended or varied by each Principal Racing Authority from time to time;
- b) the obligation to notify Racing NSW within 14 days if he/she is charged with a criminal offence, convicted of a criminal offence or am made bankrupt or he/she becomes the subject of a court judgement requiring payment to a racing industry participant or provider, and acknowledges that if he/she fails to comply with this condition or the other terms and conditions of their licence he/she may be penalised and/or stood down from his/her licensed duties and privileges (LR51 (2))
- c) the terms and conditions of licence and licence acknowledgements as published by each Principal Racing Authority
- d) the agreement to submit to the non-exclusive jurisdiction of each Principal Racing Authority, its officials and Stewards in respect of all matters arising in relation to racing in the State or Territory of that Principal Racing Authority.
- e) the acknowledgment that each Principal Racing Authority does not give any warranty as to the suitability and/or safety of the premises, track, and training or other facilities owned or occupied by any Race Club, Association or other entity connected with horse racing, and that he/she must at all times satisfy themselves as to the fact that such premises, track, training or other facilities are appropriate, fit for purpose and without obvious defect.
- f) the requirement not to make any public statement or comment concerning any matter currently the subject of investigation or hearing by a Principal Racing Authority, or the Stewards, Committee or Appeals panel or other body authorised by each.
- g) the requirement to attend tracks regularly for the purposes of riding track work and to make themselves available at all times to ride in races under the Rules of Racing unless prevented from doing so upon reasonable and proper grounds.
- h) the requirement to provide any sample either prior to or subsequent to riding in any race, trial or track work for the purpose of detecting any substance banned under the Rules if directed to do so by the Stewards.
- i) the requirement to (in the case of a female rider) not ride after the first trimester of a pregnancy and to only continue riding during the first trimester subject to fulfilling the conditions and requirements outlined in the Rules.
- j) the requirement not to be exempted from personal liability arising under the Rules for or by any reason whatsoever.
- k) the requirement to adhere to the Australian Jockey's Association Code of Conduct as in force from time to time.
- l) the acknowledgment that, under AR.278(1), if a licensed person is disqualified his or her licence immediately ceases and becomes void, and he or she must make an application to the Principal Racing Authority to be relicensed.
- m) the acknowledgment that a disqualified person is and remains bound by, and subject to, the Rules for the period of his or her disqualification.

### GST

When the licensee is GST registered, the following agreement is given:

- n) The recipient may issue tax invoices in respect of the specified supplies.
- o) The supplier will not issue tax invoices in respect to those supplies.
- p) The supplier acknowledges that it is registered when it enters into the agreement and that it will notify the recipient if it ceases to be registered.
- q) The recipient acknowledges that it is registered when it enters into the agreement and that it will notify the supplier if it ceases to be registered.

### PRIVACY AND THE USE, COLLECTION AND DISCLOSURE OF YOUR PERSONAL INFORMATION

The Principal Racing Authorities collect information about you when you submit this Application and in the course of related enquiries made of third parties for the purposes of the Thoroughbred Racing Act 1996 (NSW). The Principal Racing Authorities will use that information to assess your application and, if registration is approved, your ongoing status as a licensed person. To do that, the Principal Racing Authorities may disclose your information to third parties such as your employers (past, present or prospective), other racing bodies, appeal bodies, wagering service providers, industry associations and government enforcement agencies (including but not limited to law enforcement agencies) if the Principal Racing Authorities believe that the disclosure is reasonably necessary for your ongoing status as a licensed person or to enable PRAs to fulfil their regulatory responsibilities and/or promote and protect the integrity of the sport to ensure compliance with the Rules of Racing. The Principal Racing Authorities may also use or disclose information about you for a secondary purpose if they reasonably believe that the secondary use or disclosure is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body. You do not have to supply the information requested in this application, but if the information (or any part of it) is not provided your application may be rejected. You can gain access to and request that corrections be made to information held about you by the Principal Racing Authorities. By completing and submitting this application, you authorise the Principal Racing Authorities to collect, use and disclose information about you for the purposes described in this notice, including the usual publication of such information in race books, racing calendars and other publications that can include (but are not limited to) websites.

#### Intellectual property

I agree that the Principal Racing Authorities will own all intellectual property in the information I submit with and in connection with this application for, and the grant and future maintenance of, the Licence, and I hereby assign to the Principal Racing Authorities (and warrant that I am authorised to provide and assign) all such intellectual property and information and acknowledge that the Principal Racing Authorities may use (including by collating, modifying, publishing and distributing) all such intellectual property and information as it sees fit including" Note: for Licensed Persons this information relates to the usual publication of material in race books, racing calendars, publications and websites etc. Any information outside this standard will not be released by Racing NSW without the written permission of the Licensed person.

#### Criminal History Record Check

All new licence applicants are subject to Criminal History Record checks. Existing licensees may also be requested to undergo such checks. The information contained in these records may lead to the licence application being refused.

## DEED POLL – RELEASE AND WAIVER

By applying for a licence with Racing NSW to ride in races, official trials, jump-outs or trackwork, the rider (“**Releasor**”) has agreed to observe the obligations of this Deed Poll.

### THE DEED POLL PROVIDES

#### Definitions:

“the Releasees” means all other Riders who ever have ridden, presently ride or in the future will ride in an Event in the State of New South Wales in Australia.

“Catastrophic Injury” means quadriplegia, paraplegia, severe brain injury requiring constant supervision, loss of use of all limbs and/or unique career-ending injuries determined by the Board of Racing NSW.

“Event” means any race, official trial, jump-out, test or trackwork held in New South Wales under the Australian Rules of Racing and/or the Racing NSW Local Rules of Racing between 1 July 2021 and 30 June 2022.

“The Racing NSW Catastrophic Injury Fund” means the ‘no-fault’ compensation scheme operated by Racing NSW for jockeys, apprentice jockeys and approved riders who have suffered a Catastrophic Injury in an Event.

“Rider” means a jockey, apprentice jockey, approved rider or any other person who rides a horse in a race, official trial, jump-out or during trackwork.

#### Assumption of risks

The Releasor is aware and acknowledges that there are dangers and risks associated with riding in Events, which have been fully explained to the Releasor, and understood by the Releasor, including but not limited to falling from horses, being kicked or trampled by horses or suffering jarring injuries. By signing this Deed Poll, the Releasor fully assumes the dangers and risks, and agrees to use the Releasor’s best judgment while engaging in those activities.

#### Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for the Releasor being permitted to ride in Events and have access to coverage under the Racing NSW Catastrophic Injury Fund, receipt, sufficiency and acceptance of which are hereby acknowledged, the Releasor hereby agrees with Racing NSW and each of the Releasees as follows:

- 1 To waive any and all claims and forever release and discharge the Releasees from any and all liability for any damage, loss, expense or injury that the Releasor may suffer, or the Releasor’s spouses, heirs, next of kin, dependents or any other relatives may suffer, as a result of the actions of one or more of the Releasees in an Event in which the Releasor was a Rider, including but not limited to any intentional or unintentional acts, omission, negligence, breaches of any statutory or other duty of care or any Rules of Racing.
- 2 To hold harmless and indemnify the Releasees from any and all liability for any personal injury (including in respect of defence costs and expenses) that the Releasor may suffer, or the Releasor’s spouses, heirs, next of kin, dependents or any other relatives may suffer, as a result of the Releasor riding in an Event, including but not limited to any intentional or unintentional acts, omission, negligence, breaches of any statutory or other duty of care.
- 3 To covenant and undertake not to make, commence or pursue any claim inconsistent with this Deed Poll. The covenant and undertakings may be pleaded in bar to any proceedings commenced which are inconsistent with this Deed Poll.
- 4 That the Releasor and any other parties claiming through the Releasor’s rights will strictly comply with the terms of this Deed Poll, and without derogating therefrom, any purported or attempted non-compliance to have the consequence that:
  - (a) the Releasor (and any other parties claiming through the Releasor’s rights) will no longer have an entitlement to make a claim on Racing NSW’s Catastrophic Injury Fund; and
  - (b) in the event of the Releasor’s death or incapacity, the Releasor and any of the Releasor’s spouses, heirs, next of kin, dependents or any other relatives, executors, administrators, assigns and representatives will no longer have an entitlement to make a claim on Racing NSW’s Catastrophic Industry Fund.
- 5 This Deed Poll shall be effective and binding on any of the Releasor’s spouses, heirs, next of kin, dependents or any other relatives, executors, administrators, assigns and representatives, in the event of the Releasor’s death or incapacity.
- 6 This Deed Poll forms part of the licence conditions imposed by Racing NSW under the *Thoroughbred Racing Act 1996* (NSW) and the Rules of Racing and any rights, duties and obligations shall be governed and interpreted solely in accordance with the laws of the State of New South Wales in Australia and the Releasor submits to the exclusive jurisdiction of the courts of New South Wales in Australia.
- 7 The parties acknowledge and agree that Racing NSW acts on its own behalf and that Racing NSW holds the releases, indemnities, covenants and undertakings provided for the benefit of the Releasees on trust for the Releasees.
- 8 If any part of this Deed Poll is for any reason unenforceable, that part must be read down to the extent necessary to preserve its operation. If it cannot be read down, it must be severed, with the intent being that the remainder of the Deed Poll will continue in full force and effect.
- 9 This Deed Poll is intended to benefit the Releasees and Racing NSW and may be enforced by the Releasees and/or Racing NSW.

THE RELEASOR CONFIRMS THAT THEY HAVE READ AND UNDERSTOOD THIS DEED POLL PRIOR TO AGREEING TO ITS TERMS AND HAVE HAD THE OPPORTUNITY TO OBTAIN LEGAL ADVICE. THE RELEASOR IS AWARE THAT BY SIGNING THIS DEED POLL, THE RELEASOR IS WAIVING CERTAIN LEGAL RIGHTS WHICH THE RELEASOR OR THEIR SPOUSE, HEIRS, NEXT OF KIN, DEPENDENTS, RELATIVES, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES AND HAVE NOT RELIED UPON ANY REPRESENTATIONS OTHER THAN AS CONTAINED IN THIS DEED POLL.

THIS DEED POLL IS SIGNED, SEALED AND DELIVERED BY THE RELEASOR (**Jockey**) AS BELOW.

**I certify that to the best of my knowledge and belief the particulars as outlined in this application are true and correct. I also declare that I understand that it is a serious offence under the Rules to make a false declaration and that the failure to accurately answer these questions may lead to this application being refused**

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Jockey  
(Signature): \_\_\_\_\_

Today’s Date: \_\_\_\_\_

Witness  
(Signature): \_\_\_\_\_

Witness  
(Print name): \_\_\_\_\_