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| --- | --- | --- | --- | --- | --- |
| **Participant Information** | | | | | |
| Name: | Email Address: | | Telephone: | | |
| Company Name: | | | Email Address: | | |
| Mailing Address: | | City: | | State: | Zip: |
| International Address, Province, Country: | | | | | |

Certification Requirements: (please check which requirement for which you are requesting a waiver)

**☐** **Completed Application**

**☐ CEUs**

**☐ Work History/Portfolio**

**☐ Verification of Proper Insurance** for Inspector OR Operation Accreditation

* **Insurance is NOT Available in my country**
* **Insurance is available, but at lower policy limits**

**☐ Eye Exam Documentation**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_request that ACCT waive the above checked requirement for reasons listed below. I understand ACCT assumes no legal responsibility for the waived requirement. I understand by signing this document I assume full responsibility for the liability of the use of the Inspector Certification.

Reason for Waiver: (**please describe in an attached letter**):

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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For Office Use Only

Date:       Approved: ☐ Yes ☐ No Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Professional Level Inspector Certifications**

1. Applicant is required to submit all current Forms, as described and available on the ACCT website.

2. If the applicant does not have insurance or is insured at lower amounts than required by ACCT, the applicant will be required to submit an ACCT Waiver, attesting insurance that meets current ACCT requirements ($1M general liability for in-house or $1M professional liability policy coverage) is NOT available in their country of domicile/operation/practice. The waiver may also include language about a restricted certificate being issued upon passing the inspector certification test due to the lack of satisfying minimum insurance requirements.

3. Insurance waiver is reviewed by the Inspector Certification Panel, along with other required forms/documents. Verification that insurance is NOT available in a particular country or only available at much lower policy limits may also be tasked to the Insurance & Risk Management Committee for verification.

4. The applicant is approved or denied to sit for the test event by the Inspector Certification Panel.

5. The applicant may be issued a restricted ACCT certificate only upon passing the written test.

6. A restricted certificate may contain the following language:

*Certificate Not Valid for Inspections performed in the U.S. or U.S. Territories or similar language.*

7. The restricted certificate with the above language will also be noted on the ACCT website on the roster of certified inspectors.

**Operation Accreditation Insurance requirements (From ACCT OA Agreement)**

**SECTION V – INSURANCE AND INDEMNITY**

**1.** **Insurance Requirements for Operators inside of the United States.** OPERATOR shall procure and maintain at its sole expense insurance of the following types of coverage and limits of liability: (1) Worker’s Compensation insurance for OPERATOR’s employees as required by law and employers’ liability, and disability benefits as required under the laws of the jurisdiction in which the OPERATOR operates; (2) Auto Insurance for operations and the transport of passengers or staff by company owned, leased, or rented vehicles, including Comprehensive Business Automobile Liability Insurance; and (3) Commercial General Liability Insurance, including liability rising from premises operations, independent contractors, products, property loss, operations, personal injury, and advertising injury, including injury to athletic participants, and associated defense costs. Operator shall maintain this insurance so long as this AGREEMENT is in effect and during the period of accreditation. The insurance for each policy shall include limits of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, and shall name ACCT as an additional insured. In the event of an accident, loss, claim or suit, OPERATOR’S general liability policy shall be primary to ACCT’s insurance, if any.

**2.** **Insurance Requirements for Operators outside the United States.** If the OPERATOR is applying for Operation Accreditation and operating in jurisdictions outside the United States, the OPERATOR shall submit with their application a signed letter outlining the insurance requirements of their jurisdiction. Proof of appropriate insurance shall be submitted to the OAP for review and verification.

**3.** **Certificate of Insurance.** OPERATOR agrees to furnish ACCT copies of certificates of insurance confirming the insurance stated above. ACCT shall be listed as a certificate holder and provided 30-days’ notice of cancellation as evidenced by the Certificate of Insurance. The Certificate of Insurance shall be dated within 30 days of the application being submitted, or will be provided within ten (10) from the date a request is made for such certificates

**4.** **Indemnification.** OPERATOR (including, without limitation, its subsidiaries and affiliates) agrees to defend, indemnify and hold ACCT (including its subsidiaries, affiliates, members, owners, officers, directors, employees, contractors, agents, and representatives) harmless from any and all claims, demands, losses, liabilities, damages, taxes, fines, repayment obligations, or expenses, including court costs and reasonable attorney’s fees (including any proceeding by any of the Operator/Member’s customers, guests, employees, agents or subcontractors) that are based on: ACCT’s accreditation of the Operator under the AGREEMENT; Operator’s business operations; any alleged negligent act or omission of the Operator; or, injuries or death to persons or damage to property in any way arising out of or occasioned by, caused or alleged to have been caused by or on account of the performance of services by the Operator, or its employees, representatives and agents. With respect to the Operator's indemnification and defense obligations, the Operator shall defend ACCT, upon ACCT’s request, against any claim, demand or suit for which the Operator has agreed to indemnify ACCT. ACCT may, at its option, conduct the defense in any such claim, demand or suit, and the Operator agrees to cooperate fully with such defense. ACCT agrees to notify the Operator within a reasonable time of any written claims or demands against ACCT. OPERATOR’S duty to defend, indemnify and hold ACCT harmless shall extend to any and all Claims brought by customers, clients, employees, or agents of OPERATOR against ACCT relating to or arising out of the OPERATOR’S business operations, this AGREEMENT or the Accreditation Program regardless of who is alleged to be at fault.