

INDEMNITY

Indemnity given by _____ (Identity Number: _____) [hereinafter referred to as “**the Client**”] in favour of _____ (Company Registration Number: _____) [hereinafter referred to as “**the Company**”]:

WHEREAS a result of the Covid-19 pandemic that has befallen the world and the Republic of South Africa;

AND WHEREAS the President of the Republic of South Africa has declared a state of National Disaster and more recently various levels of a National Lockdown;

NOW THEREFORE the Parties agree as follows:

- 1.) The Client hereby confirms that he/she has been advised about the current state of affairs in the country *in re* the Covid-19 pandemic and subsequent Lockdown announced by the government;
- 2.) The Client confirms that he/she has been informed of the health risks and symptoms of the Covid-19 virus as well as procedures to be followed to minimise the risk of contracting the virus;
- 3.) The Client accepts that the Company has done, and will continue to do, all that it reasonably could/can *in re* preventative measures including sanitary measures, informationals, education, social-distancing and other measures as prescribed in the published Regulations to the Disaster Management Act and related legislation;
- 4.) The Client further accepts that the risk of infection and/or general stages of increased national/global concern may require both Parties to adapt to the circumstances dictated to it by the Covid-19 virus, good business practices, advice taken from health officials and/or government instructions/Regulations for the foreseeable future;
- 5.) The Client confirms that it accepts the said risks and still wishes to attend, utilise, procure, and/or participate in any activity, venue, event, trip, tour and/or package provided by the Company;

- 6.) The Client confirms that the activity, venue, event, trip, tour and/or package structure may have to be amended as a result of the measures implemented by government and/or the Company, but that the value of attending, utilising, procuring and/or participating will still be received, and its objectives achieved;
- 7.) The Client hereby indemnifies the Company, its staff, sub-contractors and agents against all and any claims that he/she may have against it as a result of his/her exposure to the accepted risks including, but not limited to, injury, loss or damage to his/her person or property and/or his/her illness or diagnosis with any disease, whether such claims may be lodged as a direct, indirect and/or consequential damages/contractual claim;
- 8.) The Client further indemnifies the Company, its staff, sub-contractors and agents against all and any claims by any third party against the Company as a result of the Client's actions or omissions that may have caused a third party injury, loss or damage to his/her person or property and/or his/her illness or diagnosis with any disease, whether such claims may be lodged as a direct, indirect and/or consequential damages/contractual claim.

THUS DONE AND SIGNED AT _____ ON THIS ____ DAY
OF _____ 2020.

THE CLIENT

THUS DONE AND SIGNED AT _____ ON THIS ____ DAY
OF _____ 2020.

THE COMPANY