



COVID-19 Transmission Indemnity and Waiver Form for Nurturing Nannies Clients **(Nannies)**

Please read through this Indemnity and Waiver form carefully before signing this legal document.

1. I acknowledge the contagious and unpredictable nature of the Coronavirus Disease 2019 (**COVID-19**) that makes it difficult to prevent transmission, the potential undetected presence of the virus and the current unavailability of a vaccine and I hereby voluntarily and with full knowledge and appreciation of the risks execute this COVID-19 Transmission Indemnity and Waiver Form in my personal capacity as the Nanny / Carer _____ of _____ (the Child), to and in favour of Nurturing Nannies Pty Ltd.
2. I acknowledge that the Department of Health and many other public health authorities still recommend practicing social distancing, and Nurturing Nannies Pty Ltd has put in place, to the best of its ability, the recommended preventative measures and other protocols to reduce the spread of COVID-19 but, even so, my attendance at the classes provided by Nurturing Nannies Pty Ltd at their venue may subject me to the risk of being infected.
3. I acknowledge that I am under no obligation to attend classes provided by Nurturing Nannies Pty Ltd at their venue if I have any safety concerns, and notwithstanding this, I have freely consented to my return to classes provided at a Nurturing Nannies venue fully aware of, and on the voluntary assumption of, the aforementioned risk.
4. I understand this is an important legal document indemnifying Nurturing Nannies Pty Ltd and its directors, employees, franchisees, agents, contractors and officers or each of them (**Indemnified Parties**) against any claim for damages or losses and/or from any other claims, judgments, penalties, costs or other liability or expense (including, but without limitation, legal costs) of any nature whatsoever (whether direct, consequential or otherwise), whether for death, personal injury, illness or other loss or harm sustained by me in my personal capacity, arising out of, resulting from, relating to or in connection with the transmission of COVID-19 on the premises of Nurturing Nannies Pty Ltd classes and that by signing this Indemnity and Waiver, I hereby waive certain legal rights that may exist and that I may otherwise have against the Indemnified Parties. I understand that I have had the opportunity to review this Indemnity and Waiver with an attorney of my choice.
5. I understand that if at any time after the reopening of the classes at a Nurturing Nannies venue, should Nurturing Nannies Pty Ltd learn that any client (including parent, guardian, Nanny / Carer and child), employee, director, agent, contractor or officer is infected with COVID-19 or has tested positive for COVID-19, Nurturing Nannies Pty Ltd and/or Franchisee of Nurturing Nannies Pty shall advise me as soon as reasonably possible of such fact but shall be under no obligation to disclose the identity of such person to me.



6. I undertake to follow and obey, and to impress on the Child to follow and obey, all rules, instructions, directions, and requirements of Nurturing Nannies Pty Ltd as they may be changed, modified or amended by Nurturing Nannies Pty Ltd before, during, and after the return to classes at a Nurturing Nannies venue, including, without limitation:
 - 6.1 all rules, instructions, directions, and requirements as may be applicable to Nurturing Nannies's response to the COVID-19 pandemic and the need to limit any transmissions of COVID-19; and
 - 6.2 agreeing to having my own and the child's temperature taken on a daily basis and at intervals as determined from time to time by the Nurturing Nannies Venue and/or as required by any Regulations issued by the Government under the Disaster Management Act, 2002 (Act No. 57 of 2002).
7. I hereby agree to defend and irrevocably and unconditionally indemnify and hold harmless the Indemnified Parties, from and against any claim for damages or losses and/or from any other claims, judgments, penalties, costs or other liability or expense (including, but without limitation, legal costs) of any nature whatsoever (whether direct, consequential or otherwise), whether for death, personal injury, illness or other loss or harm sustained by myself, arising out of, resulting from, relating to or in connection with the transmission of COVID-19 at a Nurturing Nannies venue.
8. I hereby understand that it is my responsibility, in my capacity as the Nanny / Carer of the Child, to inform my employer, who in turn will inform Nurturing Nannies Pty of any pre-existing medical condition(s) that may place my own health at a greater risk arising out of, resulting from, relating to or in connection with the transmission of COVID-19 as a result of my attendance at classes at a Nurturing Nannies venue. I confirm that I have received medical advice that there is no just or medical reason for me not to attend classes at a Nurturing Nannies venue.
9. I hereby agree to irrevocably and unconditionally release, waive, discharge and abandon any and all claims, suits, action, demand or proceeding that I, or the Learner, may have against the Indemnified Parties with respect to death, personal injury, illness, or any other loss or harm, arising out of, resulting from, relating to or in connection with the transmission of COVID-19 at the School.
10. If any term or provision of this Indemnity and Waiver is deemed invalid or unenforceable, such term shall be deemed to be modified or limited to the extent necessary to make the term valid and enforceable.
11. This Indemnity supplements the Nurturing Nannies Enrolment Contract and Terms and Conditions (as amended from time to time) that my employer has entered into with Nurturing Nannies Pty Ltd and in the event of a conflict between the provisions of this Indemnity and Waiver and the Enrolment Contract and Terms and Conditions (as amended from time to time), the provisions of this Indemnity and Waiver shall prevail.



12. The governing law and alternative dispute resolution provisions of the Enrolment Contract and Terms and Conditions (as amended from time to time) shall apply *mutatis mutandis* to this Indemnity.

I/WE DO HEREBY DECLARE AND CERTIFY THAT I/WE HAVE READ THIS DOCUMENT AND I/WE FULLY UNDERSTAND ITS CONTENT. I AM / WE ARE AWARE THAT THIS IS AN INDEMNITY AND RELEASE OF LIABILITY AND I/WE SIGN IT OF MY OWN FREE WILL.

Nanny/Carer

Signed by (Name): _____

Signature: _____

On the _____ day of _____ 2020

Parent or Guardian of Child

Signed by(Name): _____

Signature: _____

On the _____ day of _____ 2020