



COVID-19 Transmission Indemnity and Waiver Form for Clients

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 capacity as the parent or legal guardian of _____ (the **Child**), and as the employer of _____ (**Nanny / Carer**) as well as in my personal capacity, 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 the COVID-19 but, even so, the Child and Nanny /Carer in my employ's return to classes at a Nurturing Nannies venue may subject them and me to the risk of being infected.
3. I acknowledge that the Child and the Nanny / Carer in my employ are under no obligation to attend classes at a Nurturing Nannies venue if I and/or the Child and Nanny / Carer in my employ have any safety concerns, and notwithstanding this, I have freely consented to the Child and the Nanny / Carer in my employ's return to classes 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, franchisees, employees, 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 the Child and/or Nanny / Carer in my employ as well as 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 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 Child and Nanny / Carer in my employ return to classes at a Nurturing Nannies venue, Nurturing Nannies Pty Ltd, its employees, contractors or franchisees learns that any child, parent/guardian, Nanny / Carer, 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 Ltd 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 and Nanny / Carer in my employ 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 Pty Ltd'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, my Child and Nanny /Carer's temperature taken on a daily basis and at intervals as determined from time to time by Nurturing Nannies Pty Ltd 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 the Child, Nanny / Carer in my employ or in my personal capacity, 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 parent or legal guardian of the Child and the Nanny / Carer in my employ, to inform Nurturing Nannies Pty Ltd of any pre-existing medical condition(s) that may place my own, the Child and the Nanny / Carer I my employ's 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 the Child's and Nanny's /Carer's return to our classes. I confirm that I have received medical advice that there is no just or medical reason for the Child and Nanny / Carer not to return to our Nurturing Nannies venue/classesl.
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 Child or Nanny / Carer in my employ, 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 a Nurturing Nannies venue/classes.
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 Enrolment Contract and Terms and Conditions (as amended from time to time)] that I have entered into with the Nurturing Nannies Venue 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.

Signed by: _____

Parent or Guardian

On the _____ day of _____ 2020

Signed by: _____

Parent or Guardian

On the _____ day of _____ 2020