

# **COVID-19 TRANSMISSION INDEMNITY FORM**

*Please read through 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, and I hereby voluntarily execute this COVID-19 Transmission Indemnity Form (**Indemnity**) in my capacity as the parent or legal guardian of \_\_\_\_\_ (the **Client**), as well as in my personal capacity, to and in favour of **Wessels Dance Studio** (the **Business**).

2. I acknowledge that the Department of Health and many other public health authorities still recommend practicing social distancing, and that **Wessels Dance Studio** has put in place preventative measures and other protocols to reduce the spread of the COVID-19 but, even so, the Client's return to Wessels Dance Studio may subject him/her to the risk of being infected with the COVID-19. I also acknowledge that the Client is under no obligation to attend **dance lessons** if I and/or the Client have any safety concerns, and notwithstanding this, I have freely consented to the Client's return to dance lessons fully aware of, and on the voluntary assumption of, the aforementioned risk.

3. I understand this is an important legal document indemnifying Wessels Dance Studio against the transmission of COVID-19 on Wessels Dance Studio's premises and that by signing this Indemnity I hereby waive certain legal rights that may exist and that I may otherwise have against Wessels Dance Studio and others. I understand that I have had the opportunity to review this Indemnity with an attorney of my choice.

4. I understand that if at any time after the return to **Wessels Dance Studio**, Wessels Dance Studio learns that any Client, employee, director, agent, contractor or officer is infected with COVID-19 or has tested positive for COVID-19, Wessels Dance Studio shall advise me of such fact but shall be under no obligation to disclose the identity of such person to me.

5. I undertake to follow and obey, and to impress on the Client to follow and obey, all rules, instructions, directions, and requirements of Wessels Dance Studio as they may be changed, modified or amended by **Wessels Dance Studio** before, during, and after the return to Business, including, without limitation:

5.1 all rules, instructions, directions, and requirements as may be applicable to Wessels Dance Studio response to the COVID-19 pandemic and the need to limit any transmissions of COVID-19; and

5.2 agreeing to having the Client's temperature taken whenever the client arrives at the studio and at intervals as determined from time to time by the **Wessels Dance Studio** and/or as required by any Regulations issued by the Government under the Disaster Management Act, 2002 (Act No. 57 of 2002).

6. I hereby agree to defend and irrevocably and unconditionally indemnify and hold harmless Wessels Dance Studio, and its directors, employees, agents, contractors and officers or each of them (**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 Client, arising out of, resulting from, relating to or in connection with the transmission of COVID-19 at **Wessels Dance Studio**.

7. I hereby irrevocably and unconditionally release, waive, discharge and abandon any and all claims, suits, action, demand or proceeding that I, or the Client, 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 **Wessels Dance Studio**.

8. If any term or provision of this Indemnity 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.

9. This Indemnity supplements the Parent Contract and/or Enrolment Contract (as amended from time to time) that I have entered into with Wessels Dance Studio and in the event of a conflict between the provisions of this Indemnity and the Parent Contract and/or Enrolment Contract (as amended from time to time), the provisions of this Indemnity shall prevail.

10. The governing law and alternative dispute resolution provisions of the Parent Contract and/or Enrolment Contract (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 at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
Parent/Guardian

Accepted by \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2020  
**(Name of Business)**

\_\_\_\_\_  
**(Name of Business Head)**