



## Netzer South Africa

### CONSENT, INDEMNITY AND WAIVER

I, the undersigned, (print your name in full) \_\_\_\_\_ (hereinafter referred to as "the Guardian/s"), in my capacity as the legal Guardian of \_\_\_\_\_ (hereinafter referred to as "the Applicant"), herewith request permission for the Applicant to participate in and to attend *Summer Machaneh 2022* (hereinafter referred to as "*Machaneh*") which is to be held in December 2022 /or at such other time and/or place as the organisers, as defined below, in their sole discretion, may decide; and to travel to and from the Machaneh; and I do hereby:

1. Acknowledge that the organisers reserve the right to refuse at any stage to grant the Applicant permission to participate in and/or attend the Machaneh;
2. Certify that all the information contained in these forms is true and correct and that no information whatsoever has been withheld, and acknowledge that any incorrect or undisclosed information may result in this application being refused or the organisers, as defined below, terminating the Applicant's participation in terms of clause 9.
3. Undertake to abide by all the rules, regulations, procedures and the reasonable instructions of the Madrichim (youth leaders) of the Machaneh and in particular, without derogating from the generality of the foregoing, the rules, regulations and procedures relating to visits to or communications with the Applicant during the course of the Machaneh, with which rules and regulations I acknowledge myself to be acquainted;
4. Undertake to pay, prior to the date that Machaneh begins, all amounts payable in connection with the Applicant's attendance at the Machaneh and all other amounts ancillary thereto, including, without limiting the generality of the foregoing, expenses incurred in connection with the transportation of the Applicant to and from the Machaneh;
5. In the event that the Guardian/s fails to pay any amounts due and owing in connection with the Machaneh, the Guardian/s agrees and undertakes to pay on the Attorney and own Client scale all tracing fees, legal costs and collection commission, in the event that the director chooses to pursue legal proceedings against the Guardian/s to obtain payment of the aforesaid amounts.
6. Jointly and severally with the Applicant, indemnify and hold harmless from any cause of action however so arising against: Madrichim (youth leaders) in charge of the Machaneh, medical staff at the Machaneh, the South African Zionist Youth Council, South African Zionist Federation, any of its affiliated and/or constituent bodies and Directorates and/or any representative, director, employee, servant or agent of any of the foregoing bodies or persons (hereinafter referred to as "the organisers") which may be caused by or incurred by them or any of them, and/or any damage which may be caused by or incurred by any of them in connection with the Machaneh, irrespective of whether the claim and/or damages are arising directly or indirectly out of any acts or omissions of any nature whatsoever by the organisers, whether arising from negligence, misconduct, *vis major*, or on the part of the Applicant;
  - 6.1 Undertake that any claims and/or liability and/or damages owing to the organisers by me will be paid upon written demand from the organisers.
7. Agree that the following provisions shall apply in respect of any claim of any nature whatsoever which I or the Applicant may have or hereafter have against any one or more of the organisers in respect of any loss, damage, injury or death to the person or property of the Applicant, howsoever caused, including negligence or gross negligence on the part of any of the organisers:
  - 7.1 Any such claim shall be notified to the organisers, in writing, as soon as practicable after the event giving rise to such claim shall have occurred;



- 7.2 The organisers shall, as soon as reasonably practicable after the receipt of any such claim, forward such claim to their insurers in accordance with the terms of such insurance policies as the organisers may from time to time hold in respect of public liability cover and/or personal accident cover;
- 7.3 To the extent that the insurers pay any amount in respect of any such claim to the organisers, the organisers shall, in turn, pay such amount to the claimant, and such payment to the claimant shall constitute a full and final settlement of any such claim as against the organisers;
- 7.4 Save as aforesaid, none of the organisers shall have any liability whatsoever in respect of any such claim, it being recorded that the organisers do not warrant that any amount will be paid by their insurers in respect of any such claim;
8. Designate the head of the Machaneh ("the director") or any such other person duly appointed by him/her (the "appointee") to act *in loco parentis* on my behalf during the course of the Machaneh. In particular, but without derogating from the generality of the foregoing, the director or his/her appointee shall have the following powers and responsibilities in the case of medical emergencies suffered by Applicant:
  - 8.1 In the case of a critical and life threatening emergency, the director or his/her appointee shall in his/her sole discretion have the authority to give permission for any emergency medical operation, procedure or treatment required by the Applicant;
  - 8.2 In the case of any other emergency which is not life threatening, the director or his/her appointee shall in his/her sole discretion have the authority to give permission for any emergency medical operation, procedure or treatment required by the Applicant, provided that the director, his/her appointee and/or the organisers have taken reasonable steps to inform me and to obtain my permission before authorising the emergency medical operation, procedure or treatment.
  - 8.3 Any costs incurred in connection with any of the medical procedures described in paragraph 7.1 and 7.2 above, shall be incurred by the director as duly appointed agent on behalf of the Guardian/s which costs the Guardian/s undertakes to pay to the director on demand and I hereby irrevocably authorise the director or his/her appointee to take all such steps necessary to give effect to the provisions of clause 7.
9. Agree that any photographic or video images captured of the Applicant at the Machaneh may be used by the organisers in promotional materials for future events run by the organisers, including but not limited to, being posted online or in print media.
10. Agree that:
  - 10.1 The director or his/her appointee shall have the right at any time during the course of the Machaneh to terminate the Applicant's participation therein and to send the Applicant home if, in his/her sole discretion, it is considered necessary for any reason whatsoever, in which case the provisions of clause 9 shall apply;
  - 10.2 The director or his/her appointee may, acting as my agent, send the Applicant home at my cost by any reasonable means of transportation which he/she in his/her sole discretion determines and I hereby irrevocably authorise the director or his/her appointee to take whatever steps are necessary to give effect to the provisions of this clause 9;
  - 10.3 I and/or the Applicant shall pay, on demand, to the organisers all the expenses so incurred in terms of clause 9 above and indemnify the organisers against any claim which may be made against them in this regard, and acknowledge that there shall be no refund of any payments made by me and/or the Applicant for the unexpired period of the Machaneh;
  - 10.4 Should the Applicant be sent home due to contravention of any of the rules, regulations, procedures or reasonable instructions of the Madrichim of the Machaneh, the Applicant



shall not be permitted to participate in and/or attend any other event organised by the organisers, unless the director, in his/her sole discretion, decide otherwise;

11. Understand and accept that in order to determine the Applicant's adherence with the rules, regulations, procedures and/or instructions of the Madrichim at the Machaneh, the director may utilise any such reasonable and lawful methods to do so, with the consent of the Applicant and Guardian.
12. Accept that, in the event of the Applicant being unable for any reason whatsoever to attend or participate in the Machaneh for the full period thereof or at all, neither the Applicant nor I shall have any claim for a refund of the fees already paid in respect of the Machaneh, unless the organisers in their sole discretion decide otherwise;
13. It is agreed that the organisers cannot be held responsible for any damage or loss of personal property whilst being conveyed during the course of the Machaneh or at the Machaneh itself.
14. Acknowledge that each of the foregoing provisions is severable from the others and may be enforced against me and/or the Applicant separately from the other provisions.



By his/her signature below, the Applicant undertakes to abide by all the rules, regulations, procedures and reasonable instruction of the Madrichim of the Machaneh, and further agrees to all such terms of this form which impose an obligation on the Applicant or the Guardian/s thereof.

This document contains the entire agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2022.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**Guardian 1**

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2022.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**Guardian 2**

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2022.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**Applicant**



## APPENDIX A

### CONSENT, INDEMNITY AND WAIVER RELATING TO COVID-19

I hereby indemnify and hold the South African Zionist Federation, (Netzer South Africa) its agents, representatives and educators ("the Camp") harmless against any claim or demand arising from the death of or illness/injury to my child ("Applicant") occasioned by my child's participation in any such camp, outings or extra-curricular activities and/or such tours and excursions.

1. I acknowledge the contagious and unpredictable nature of the coronavirus disease (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 Applicant), as well as in my personal capacity, too and in favour of the head of the Machaneh or any such other person duly appointed by him/her (the "appointee") to act in loco parentis on my behalf during the course of the Machaneh, the Madrichim (youth leaders) in charge of the Machaneh, medical staff at the Machaneh, the South African Zionist Youth Council, South African Zionist Federation, (Netzer South Africa)
2. I acknowledge that the Department of Health and many other public health authorities still recommend practicing social distancing, and the Camp has put in place preventative measures and other protocols to reduce the spread of the COVID-19 but, even so, the Applicants participation in camp may subject him/her to the risk of being infected with the COVID-19. I also acknowledge that the Applicant is under no obligation to attend the camp if I and/or the Applicant have any safety concerns, and notwithstanding this, I have freely consented to the Applicant's participation in camp fully aware of, and on the voluntary assumption of, the aforementioned risk.
3. I understand this is an important legal document indemnifying the South African Zionist Federation and the camp coordinators against the transmission of COVID-19 on the Camps premises and that by signing this Indemnity I hereby waive certain legal rights that may exist and that I may otherwise have against the Camp 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 during camp, the Camp learns that any applicant, camper, camper employee, director, agent, contractor, doctor, CSO or officer is infected with COVID-19 or has tested positive for COVID-19, the Camp 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 Applicant to follow and obey, all rules, instructions, directions, and requirements of the Camp as they may be changed, modified or amended by the Camp before, during, and after camp, including, without limitation:
  - 5.1 all rules, instructions, directions, and requirements as may be applicable to the Camp's response to the COVID-19 pandemic and the need to limit any transmissions of COVID-19; and
  - 5.2 agreeing to having the Applicant's temperature taken on a daily basis and at intervals as determined from time to time by the Camp 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 the Camp, The South African Zionist Federation 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 Applicant, arising out of, resulting from, relating to or in connection with the transmission of COVID-19 at Camp.
7. I hereby irrevocably and unconditionally release, waive, discharge and abandon any and all claims, suits, action, demand or proceeding that I, relatives or the Applicant, 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 Camp.
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 Application Contract (as amended from time to time) that I have entered into with the Camp and in the event of a conflict between the provisions of this Indemnity and the Application 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 Enrolment Contract (as amended from time to time) shall apply mutatis mutandis to this Indemnity.
11. While the Camp's employees will use reasonable endeavours to limit camper to camper and any agent to camper physical contact, there will be instances where contact is made between applicants while campers adapt to the new guidelines and/or when campers need to be comforted and assisted by staff. I agree that it will not be possible for the camp to guarantee that this contact will not occur with children on site.

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.

\_\_\_\_\_ Signature

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2022 Parent / Guardian

**Note to Parents/Guardians:** Please note that this form needs to be submitted **BEFORE** the Applicant can be accepted to Machaneh. Please send this document to [camp@netzer.org.za](mailto:camp@netzer.org.za)