

## **TERMS AND CONDITIONS**

### **(INCLUDING INDEMNITY)**

By registering as a participant in the wellness monitoring program implemented and conducted by –

**HATZOLAH MEDICAL RESCUE**  
**JOHANNESBURG - REPUBLIC OF SOUTH AFRICA NPC**  
(AN ASSOCIATION IN TERMS OF SCHEDULE 1 OF ACT NO. 71 OF 2008)  
(Registration Number 2003/019932/08)  
("Hatzolah")

("the program") for the benefit of community member patients that have tested positive for COVID-19 as well as patients that are displaying all the signs and symptoms of COVID-19 but are still either waiting to be tested or are waiting on their results, and accepting these terms and conditions (including indemnity), I hereby:-

- 1) acknowledge and agree that it is a condition of my participation in the program, that neither Hatzolah nor its directors, employees or volunteers shall be responsible for any illness, injury or harm whether physical or otherwise to or death of any person, including myself, or for the loss or destruction of or damage to any property or any loss of money or loss of any other kind, including, but not excluding, loss of profits or other monetary loss or a claim for loss of financial support for anything happening as a result of my participation in the program, any advice or treatment given or not given by Hatzolah or for the cost of any medical or other treatment, howsoever arising and whether anticipated [expected] or not. I accordingly indemnify (absolve from liability) Hatzolah and the abovementioned persons;
- 2) agree to abide by [comply with] any reasonable advice, instruction or directive given to me by any Hatzolah member, whilst I am being monitored pursuant to the program;
- 3) confirm that I understand that my participation in the program is of my own free will and volition and entirely at my own risk and is supplemental to obtaining advice and treatment from my own medical advisors and not a substitute therefor. I further acknowledge that it is imperative that should there be a change in my condition, I must and shall immediately contact my local GP/physician, hospital or an Emergency Medical Service. This shall not be the responsibility of Hatzolah;
- 4) acknowledge and agree that Hatzolah may issue me with certain equipment, for use by me for such period as is determined by Hatzolah, in its sole discretion, which equipment may include an oxygen saturation device that will be able to monitor my oxygen levels and heart rate as well as a thermometer (should I not have one). As part of the program, Hatzolah may from time to time contact me (or a member of my family or household) and ask basic questions, such as:
  - Do you/the patient have a cough?
  - Does you/the patient have a sore throat?
  - Are you/the patient feeling unwell?
  - Are you/the patient experiencing shortness of breath?
  - What is your/the patient's respiration rate?
  - What is your/the patient's heart rate?
  - What is your/the patient's oxygen saturation?
  - What is your/the patient's temperature?

the answers to which may enable the Hatzolah COVID-19 wellness volunteer to determine a deterioration in my vital signs related to COVID-19 and advise me on the next steps, which may include:

- continued monitoring;
- contact GP/admission to hospital;

but on the strict understanding and agreement that Hatzolah shall in no way be responsible for any misdiagnosis, notwithstanding the answers to the above questions or otherwise and I hereby indemnify (to hold harmless/protect against/absolve from liability) Hatzolah accordingly;

- 5) acknowledge that Hatzolah, at all times, retains the right to refuse me the right to participate in the program or to continue participating in the program at any time, at Hatzolah's sole discretion;
- 6) acknowledge and agree that any equipment issued by Hatzolah for my use shall remain the sole property of Hatzolah and I agree that I shall look after and safeguard the equipment and return same to Hatzolah in good order and condition, upon request;
- 7) acknowledge and agree that Hatzolah reserves the right to remove me from the program should I be found not to be adhering to the regulations and/or guidelines as prescribed, from time to time, by the National Institute of Communicable Diseases (NICD) or otherwise for good reason, as determined in Hatzolah's reasonable discretion.

#### **NOTE**

PLEASE ENSURE THAT YOU HAVE READ THE ABOVE CAREFULLY. BY YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, YOU AND YOUR PARENTS/LEGAL GUARDIANS ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THE RISKS SET OUT ABOVE AND AGREE TO BE BOUND BY SUCH CONDITIONS.

IF THERE IS ANYTHING YOU DO NOT UNDERSTAND OR DO NOT WISH TO AGREE TO, THEN PLEASE DISCUSS IT WITH AN AUTHORISED REPRESENTATIVE OF HATZOLAH BEFORE AGREEING TO THE TERMS AND CONDITIONS. ANY FAILURE BY YOU TO RAISE AN ISSUE WHICH YOU DO NOT UNDERSTAND OR WHICH YOU DO NOT AGREE TO, WITH AN AUTHORISED REPRESENTATIVE OF HATZOLAH AND CHANGING THESE TERMS AND CONDITIONS, IN WRITING, ACCORDINGLY, WILL PRECLUDE YOU, AFTER AN OCCURRENCE, FROM RELYING THEREON AS AGAINST HATZOLAH IN ANY PROCEEDINGS OR ACTION YOU MAY CONTEMPLATE IN ANY PROCEEDING OR ACTION AS AGAINST HATZOLAH.