

INDEMNITY AGREEMENT

Note: Please ensure that you obtain legal advice from your attorneys or risk management advisors. This draft document does not constitute legal advice.

I,

and

BUB CLUB HOLDINGS PARTNERSHIP

REGISTRATION NUMBER: 2020/586572/07

("Bub Club")

do hereby irrevocably indemnify and hold harmless:

BUB CLUB HOLDINGS PARTNERSHIP

("Bub Club")

against all and any actions, suits, proceedings, claims, demands, costs, and expenses of whatsoever nature and howsoever incurred which may be taken or made against Bub Club or be incurred or become payable by Bub Club arising out of my participation in any of its programs during the period of my pregnancy, birth, or postpartum period.

ASSUMPTION OF RISKS

Bub Club and any of its employees undertake to implement reasonable and generally acceptable measures with regard to the safety and well-being of all clients who seek the assistance of Bub Club during their pregnancy, birth or postpartum period.

I am aware that any advice given to me by my Bub club does not supersede any advice given to me by my healthcare provider, and that I should follow all instructions given to me by my healthcare provider at all times. I understand that there are inherent risks during pregnancy, birth, and the postpartum period, even while seeking the assistance of Bub Club during such period.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

1. I freely and voluntarily agree to indemnify and hold the Bub Club, and all of the officials, officers, agents and employees harmless from any liability whatsoever from any and all

- claims, demands, actions or causes of action for personal injury, including death, or property damage arising from or in any way connected to my involvement with Bub Club.
2. This **Agreement** shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
 3. This **Agreement** and any rights, duties and obligations as between the parties to this **Agreement** shall be governed by and interpreted solely in accordance with the laws of South Africa and no other jurisdiction; and
 4. In entering into this **Agreement** I am not relying upon any oral or written representations or statements made by Bub Club or its agents.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.