

## INDEMNITY

### PREAMBLE

Evergreen Lifestyle Villages (Pty) Ltd (“Evergreen”) provides all Units within Evergreen Village with a Telecare Station (“the Care Station Devices”). The main purpose of the Care Station Device is to serve as an additional safety feature specifically provided for the benefit of the Occupant/Life Right Holders.

**WHEREAS** the Care Station Device is subject to a morning call function, which is manually programmed into the Care Station Device, and is automatically activated at a time scheduled by the Occupants.

**WHEREAS** it is the responsibility of the Occupant/Life Right Holders to deactivate the morning call function on the Care Station Device by pressing the blue button on the Care Station Device.

**WHEREAS** in the event that the Occupant/Life Right Holders fail to deactivate the morning call function on the Care Station Device within a prescribed time, the Occupants/Life Right Holders will receive a telephone call from the reception desk at the Village by way of an email or telephone call from the Telecare Emergency call centre to inform them that the Occupant/Life Right Holders have failed to deactivate the morning call button, thereby commencing the emergency standard operating procedures in place.

**WHEREAS** the Occupant//Life Right Holders have requested that the Care Station Device be deactivated.

The parties record as follows:

### 1. DEACTIVATION OF CARE STATION DEVICE

- 1.1. The Occupant//Life Right Holders have requested that the Care Station Device be deactivated.
- 1.2. The morning call function and any standard emergency operational procedure on the Care Station Device will be deactivated at date of signature of this indemnity agreement

### 2. INDEMNITY

- 2.1. The Occupant//Life Right Holders are fully aware that by deactivating the Care Station Device that important medical assistance in an emergency may be compromised.
- 2.2. The Occupant//Life Right Holders are also aware that the deactivation of the Care Station Device may delay medical assistance coming to the aid of the Occupant//Life Right Holders.
- 2.3. The Occupant//Life Right Holders and or their heirs and executors shall hold blameless and indemnify Evergreen its directors, officers, employees, agents, independent contractors, representatives (including Telecare), its subsidiaries, affiliated, controlling or holding companies and insurers, past and present (“the Indemnified Parties”) who shall not be liable or responsible for any personal injury, harm, death, loss of support or any other damage of any nature whatsoever, arising from the deactivation of the Care Station Device.

2.4. The Occupant//Life Right Holders acknowledges that they have read all the contents of this indemnity agreement and that they fully understand all the risks associated with their decision to have the morning call function deactivated.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Evergreen Broadacres Village Manager