

## INDEMNITY AGREEMENT

I, the undersigned, \_\_\_\_\_, Id no. \_\_\_\_\_, duly authorized to act on behalf of \_\_\_\_\_, and within the employ of \_\_\_\_\_ (insert name of attorney firm), (hereinafter referred to as the "permittee")

do hereby irrevocably indemnify and hold harmless, the sheriff \_\_\_\_\_ (sheriff of \_\_\_\_\_), 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 him or her or be incurred or become payable by him or her arising out of this instruction to proceed with the eviction under case number \_\_\_\_\_.

### ASSUMPTION OF RISKS

I am aware that the eviction order involves many risks during the National State of Disaster Act and the current lockdown wherein the said sheriff, in placing reliance on the Eviction Order may be subject to challenges and liabilities emanating from this reliance .

I freely accept and fully assume any liability and the responsibility of possible personal injury, death and personal injury and 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 Sheriff, 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 the eviction.
2. I confirm that the Eviction Order has been lawfully granted by the Court after having considered the Regulations of the National Disaster Act.
3. This Indemnity shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Indemnity 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 the South Africa and no other jurisdiction; and
5. Any litigation involving the parties to this **Agreement** shall be brought solely within the laws of the South Africa and shall be within the exclusive jurisdiction of a High Court.
6. In entering into this **Agreement** I am not relying upon any oral or written representations or statements made by the Sheriff or those who act under his authority with respect to the safety of Eviction Orders other than what is set forth in this **Agreement**.
7. Both the sheriff and I agree that this agreement may be signed electronically in terms of the Electronic Communications and Transactions Act 25 of 2002 (ECTA) and that in terms of ECTA, the agreement, in electronic format, is not without legal force and effect merely because it is wholly or partly in the form of a data message.
8. I have read this agreement and understand all of its terms, and I have executed this instrument voluntarily and with full knowledge of its significance.
9. I hereby consent to the Sheriff and its officers, employees, agents and third party service providers lawfully collecting, processing, storing and transferring my personal information, as defined in the Protection of Personal Information Act 4 of 2013 (POPI) in accordance with POPI and to process such information insofar as necessary.
10. I agree that this agreement may be treated as a defence to any action or proceeding that may be brought, instituted or taken by anyone against the Sheriff, its officers, employees, and agents for injuries and/or damages sustained as a result of the Execution of the Eviction Order.
11. I do hereby release, agree to indemnify and hold the sheriff, its officers, employees and agents free and harmless from any and all costs, losses, expenses, damages, claims, suits, causes of action or

any other liability or responsibility whatsoever, in law or in equity, including attorney's fees and related costs, resulting from any injury to any person(s) or damage to property arising out of, or which may in any manner be connected with the Eviction Order.

**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.**

DATED at ..... this ..... day of ..... 20.....

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(SIGNATURE OF PERMITEE)

DATED at ..... this ..... day of ..... 20.....

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(SIGNATURE OF SHERIFF)