
[Insert Name Of Film/TV Production]

CAST AND CREW INDEMNITY RELEASE FORM

PLEASE READ THROUGH BEFORE SIGNING THIS LEGAL DOCUMENT

*[Insert Full Names Of The Production
Company/Producer]* ("**the Producer**") has been commissioned to produce
[Insert The Full Names Of The Film/TV Show]
 ("**the Programme**") by *[Insert Full
Names Of The Company Who Has Commissioned The Programme]* ("**Broadcaster**").

1. I hereby execute and submit this Cast and Crew Indemnity Release Form ("**Indemnity**") to and in favor of the Producer in connection with my appointment to work as a

[Insert Full Details Of Appointed Role] (i.e. actor, makeup artist, sound engineer, lighting engineer etc.) and as an independent contractor ("**Appointment**") in respect of the production of the Programme.
2. I understand that this is an important legal document relating to my Appointment to work on the production for the Programme and that by signing this Indemnity I waive certain legal rights that I otherwise might have against the Producer, the Broadcaster, and others. I also understand that I have had an opportunity to review this Indemnity with an attorney of my choice.
3. I represent and warrant that I am in excellent physical, emotional, psychological, and mental health. I understand that my participation in the production of the Programme may subject me to the risk of being infected with COVID-19 and that I have freely consented to participate in the production of the Programme fully aware of and on the voluntary assumption of such risk and that such Claims or Losses arising from my participation in the production of the Programme are included in those that are released as set forth in clause 10 below. I shall notify Producer prior to participating in the production of the Programme of any physical, emotional, psychological or mental condition that might affect me or any other people involved in the production of the Programme. Moreover, I shall notify Producer immediately if, at any time, I have any concern about participating in any production activity. I understand that I am solely

SASFED Member Organisations:

A.S.A. - Animation South Africa / DFA - The Documentary Filmmakers' Association / IPO - The Independent Producers Organisation / PMA - The Personal Managers Association / SAGA - South African Guild of Actors / South African Guild of Editors – SAGE / SWIFT - Sisters Working In Film And Television / WGSA – Writers Guild of South Africa

Terms Of Engagement – NFVF (The National Film and Video Foundation) / 2 x Industry Awards Board Seats - SAFTAS Board Member – SOS (Supporting Public Broadcasting Coalition) / Digital Television Advisory Group - ICASA

responsible for determining whether I am capable of participating in the production of the Programme and that, if I am unable to participate in any such activities or scenarios, I may be removed from participating as an independent contractor in the production of the Programme.

4. I understand that Producer will NOT require any participants to be medically tested for COVID-19 prior to their participation in the production of the Programme. I understand that if during any part of the production process, or at any other time, Producer learns that any other participant in the production of the Programme is infected with COVID-19 or has tested positive for COVID-19, Producer shall advise me of such fact but shall be under no obligation to disclose the identity of such person to me.
5. I agree to follow and obey all rules, instructions, directions, and requirements of the Producer as they may be changed, modified or amended by the Producer before, during, and after the production of the Programme (the "**Production Rules**"), including, without limitation:
 - 5.1 all rules, instructions, directions, and requirements as may be applicable to the Producer's response to the COVID-19 pandemic and the need to limit any transmissions of COVID-19;
 - 5.2 all rules, instructions, directions, and requirements set out in the COVID-19 Production Protocol, a copy of which has been read by me and is attached to this Indemnity;
 - 5.3 all directives furnished to me by the Medical Officer or Compliance Officer appointed by the Producer;
 - 5.4 agreeing to having my temperature taken on a daily basis and at intervals as determined from time to time by the Producer;
 - 5.5 immediately advising the Medical Officer or Compliance Officer appointed by the Producer of the fact that I have come into contact with any person who has been diagnosed with COVID-19 as soon as I have knowledge of such fact; and
 - 5.6 immediately advising the Medical Officer or Compliance Officer appointed by the Producer, if I have experienced any one or more of the symptoms associated with COVID-19 (including a dry cough, sore throat, high body temperature, difficulty breathing, shortness of breath, fever, fatigue and aches and pains).
6. I understand that if I:
 - 6.1 have a temperature reading equal to or in excess of 37.5 °C; or
 - 6.2 am experiencing any of the symptoms associated with COVID-19; or
 - 6.3 have come into contact with anyone who has been diagnosed with COVID-19that the Producer or the Medical Officer or Compliance Officer appointed by the Producer may lawfully require me to:
 - (a) immediately leave the production work area or production set;
 - (b) return to my home for self-isolation or quarantine for a prescribed period; and
 - (c) submit myself to a health establishment or medical facility to be tested for COVID -19.

7. I further understand that I will only be entitled to return to work on the production for the Programme, once, I have furnished the Producer or the Medical Officer or Compliance Officer appointed by the Producer with a current and valid certificate or note from a health establishment, medical facility or doctor confirming that:
 - 7.1 I have not tested positive for COVID-19; or
 - 7.2 I have fully recovered from having had COVID-19 and that I no longer pose a COVID-19 infection risk.
8. I understand that should I be unable to fulfill any of my obligations as an independent contractor in respect of the Programme as a result of any COVID -19 intervention, COVID-19 issue or COVID-19 requirement or COVID-19 direction that I shall have no Claim against the Producer, the Broadcaster or any other third party for any Losses arising as a result thereof, other than and save for a Claim for payment of any amounts which are due and owing to me by the Producer up and until the date of the last fulfilment of my obligations as an independent contractor in respect of the production of the Programme. I further acknowledge and agree that no such withdrawal, or my taking of any action rendering me ineligible or otherwise unable to participate in the production of the Programme shall affect any of the rights assigned by me or any of the covenants, agreements, waivers, releases or indemnities made by me in this Indemnity or in any other agreement related to the Programme.
9. I understand that my participation in the production may expose me to the risk of being infected with COVID-19 and that my compliance with the Production Rules may cause me mental, psychological or emotional distress, and the consents, authorisations, assumptions of risk and releases set forth in this Indemnity expressly apply to all such potential harms.
10. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, LICENSEES AND ASSIGNS (COLLECTIVELY, THE "**RELEASING PARTIES**"), I IRREVOCABLY AND UNCONDITIONALLY RELEASE AND FOREVER DISCHARGE EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, AND LOSSES OF ANY KIND WHATSOEVER DIRECTLY OR INDIRECTLY CAUSED BY, ARISING OUT OF, RESULTING FROM, RELATING TO, OR BY REASON OF MY PARTICIPATION IN OR IN CONNECTION WITH THE PROGRAMME (COLLECTIVELY, THE "**RELEASED CLAIMS**"). I ALSO AGREE NOT TO SUE OR INSTITUTE ANY OTHER LEGAL PROCEEDINGS AGAINST ANY OF THE RELEASED PARTIES BASED ON ANY OF THE RELEASED CLAIMS HEREUNDER.
11. To the maximum extent permitted by law, I agree to defend, indemnify and hold each of the Released Parties free and harmless from and against any and all Claims and Losses caused by, arising out of, resulting from, or relating to, my participation in or in connection with the production of the Programme, including, without limitation:
 - 11.1 any statements, actions and omissions made by me during or in connection with my participation on the Programme, whether or not authorised by any Released Party;
 - 11.2 my failure to follow the advice or instructions of Producer or anyone else connected with the Programme;
 - 11.3 my breach or alleged breach of this Indemnity or any other agreements with the Released Parties or related to the Programme.

12. This Indemnity is personal to me and is not assignable by me, and any purported assignment by me shall be null and void. This Indemnity and any documents executed pursuant thereto may only be amended in writing and under signature of the parties hereto.
13. Nothing contained in this Indemnity shall be deemed to constitute an employment relationship, joint venture, or partnership between Producer and me, or between Broadcaster and me, nor shall I be deemed Producer's or Broadcaster's agent for any purpose. I understand and agree that nothing in this Indemnity or any conduct pursuant thereto shall constitute an agency relationship between me, on the one hand, and Producer or Broadcaster, on the other hand, and that I shall have no authority to speak or act on behalf of Producer or Broadcaster whatsoever, except as may otherwise be expressly required or permitted by Producer or Broadcaster, respectively.
14. I acknowledge and agree that this Indemnity, including without limitation, the releases granted herein, is intended to operate and be construed as broadly as possible under applicable law. Accordingly, to the extent applicable law would limit this Indemnity in any way, or invalidate any provisions hereof, any such limitations or invalid provisions shall not operate to invalidate this Indemnity in its entirety. Rather, in any such instance, this Indemnity shall be deemed to operate and to be effective to the maximum extent permitted by law, provided, however, that the Indemnity shall be voidable at the sole discretion of Producer or Broadcaster should the aggregate of all such provisions found to be invalid or unenforceable materially affect the benefits and obligations of the parties to this Indemnity as a whole. All remedies, rights, undertakings, obligations, and agreements contained in this Indemnity shall be in addition to, and shall not limit, any other remedies, rights, undertakings, obligations or agreements of either party. In addition, the promises, agreements, obligations and releases made in this Indemnity shall be in addition to, and shall not be limited in any way by, any agreements I may sign with the Producer, Broadcaster or any other party in connection with my participation in the production of the Programme. No waiver of any breach of or default under any provision hereof shall be deemed a waiver of such provision, or of any subsequent breach or default.
15. I represent and warrant that I have had the opportunity to review this Indemnity before signing it. This Indemnity shall not be construed in favor of or against any party by reason of the drafting of all or any part of this Indemnity.
16. I acknowledge that no one (including, without limitation, Producer, Broadcaster, or anyone acting on their behalf), has made any promise, representation or warranty whatsoever that is not contained in this Indemnity to induce me to execute this Indemnity, whether express or implied, oral or written. I acknowledge that I have not executed this Indemnity in reliance on any promise, representation, or warranty not contained herein. This Indemnity, the exhibits and attachments hereto and any other agreements or documents that I have executed or that I may execute at the request of Producer or Broadcaster in connection with the production of the Programme constitute the entire agreement and understanding between me, Producer and Broadcaster concerning the subject matter of this Indemnity, supersede and replace all prior negotiations, proposed agreements and agreements, written and oral, relating thereto, and cannot be changed or terminated except by a written instrument signed by me and Producer. In the event of any inconsistency between the terms, conditions and obligations set forth in any applications, agreements or other documents I have or may complete or execute at the request of Producer or Broadcaster, on the one hand, and this Agreement, on the other hand, the terms, conditions and obligations set forth in this Indemnity shall govern unless otherwise provided.
17. In this Indemnity, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

- **"Claim"** means any claim, action, demand, suit or proceeding.
- **"Losses"** means all losses, liabilities, costs, expenses, fines, penalties, damage, damages and claims and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties).
- **"Released Parties"** shall mean and refer to Producer, Broadcaster, any other licensees or assignees of the Programme, the other participants in the Programme, all other persons and entities connected with the Programme, all parent, subsidiary, related and affiliated entities, licensees, successors, assigns, sponsors and advertisers of each of the foregoing, all of the respective directors, officers, principals, executives, on-air talent, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing, and the respective heirs, next of kin, spouses, guardians, representatives, executors, administrators, successors, licensees and assigns of each of the foregoing.

INDEPENDENT CONTRACTOR SIGNATURE:

NAME _____ ID NUMBER _____

DATE _____

SIGNATURE _____

SIGNATURE FOR MINORS:

If you are under 18 years old, your parent/legal guardian must sign this form on your behalf.

I _____; ID NUMBER _____;
PARENT/GUARDIAN

Hereby give consent for my child/ward _____ to participate in.

SIGNATURE (Parent/Guardian) _____

DATE _____

PRODUCER SIGNATURE:

NAME _____ DATE _____

SIGNATURE _____