



# HUGS & KISSES EDUCARE CENTRE CC

1992/030768/23

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## COVID-19 TRANSMISSION INDEMNITY FORM

*Please read through before signing this legal document*

1. I acknowledge the contagious and unpredictable nature of the coronavirus disease 2019 (**COVID-19**) that makes it difficult to prevent transmission, and I hereby voluntarily execute this COVID-19 Transmission Indemnity Form (**Indemnity**) in my capacity as the parent or legal guardian of

.....  
(the **Learner**), as well as in my personal capacity, to and in favour of HUGS & KISSES EDUCARE CENTRE CC.

2. I acknowledge that the Department of Health and many other public health authorities recommend practicing social distancing, and the School has put in place preventative measures and other protocols to reduce the spread of the COVID-19 but, even so, the Learner's return to the School may subject him/her to the risk of being infected with the COVID-19. I also acknowledge that the Learner is under no obligation to attend School if I and/or the Learner have any safety concerns, and notwithstanding this, I have freely consented to the Learner's return to School fully aware of, and on the voluntary assumption of, the aforementioned risk.
3. I understand this is an important legal document indemnifying the School against the transmission of COVID-19 on the School's premises and that by signing this Indemnity I hereby waive certain legal rights that may exist and that I may otherwise have against the School and others.
4. I understand that if at any time after the return to School, the School learns that any learner, employee, director, agent, contractor or officer is infected with COVID-19 or has tested positive for COVID-19, the School shall advise me of such fact but shall be under no obligation to disclose the identity of such person to me.
5. I undertake to follow and obey, and to impress on the Learner to follow and obey, all rules, instructions, directions, and requirements of the School as they may be changed, modified or amended by the School before, during, and after the return to School, including, without limitation:
  - 5.1 all rules, instructions, directions, and requirements as may be applicable to the School's response to the COVID-19 pandemic and the need to limit any transmissions of COVID-19; and

5.2 agreeing to having the Learner's temperature taken on a daily basis and at intervals as determined from time to time by the School and/or as required by any Regulations issued by the Government under the Disaster Management Act, 2002 (Act No. 57 of 2002).

6. I hereby irrevocably and unconditionally indemnify and hold harmless the School, and its members, employees, agents, contractors and officers or each of them (***Indemnified Parties***), from and against any claim for damages or losses and/or from any other claims, judgments, penalties, costs or other liability or expense (including, but without limitation, legal costs) of any nature whatsoever (whether direct, consequential or otherwise), whether for death, personal injury, illness or other loss or harm sustained by the Learner, arising out of, resulting from, relating to or in connection with the transmission of COVID-19 at School, save for instances where the transmission was due to the negligence of the indemnified parties.
7. I hereby irrevocably and unconditionally release, waive, discharge and abandon any and all claims, suits, action, demand or proceeding that I, or the Learner, may have against the Indemnified Parties with respect to death, personal injury, illness, or any other loss or harm, arising out of, resulting from, relating to or in connection with the transmission of COVID-19 at School, save for instances where the transmission was due to the negligence of the indemnified parties.
8. If any term or provision of this Indemnity is deemed invalid or unenforceable, such term shall be deemed to be modified or limited to the extent necessary to make the term valid and enforceable.
9. This Indemnity supplements the Parent Contract and/or Enrolment Contract (as amended from time to time) that I have entered into with the School and in the event of a conflict between the provisions of this Indemnity and the Parent Contract and/or Enrolment Contract (as amended from time to time), the provisions of this Indemnity shall prevail.
10. The governing law and alternative dispute resolution provisions of the Parent Contract and/or Enrolment Contract (as amended from time to time) shall apply *mutatis mutandis* (in the same way) to this Indemnity.

**I/WE DO HEREBY DECLARE AND CERTIFY THAT I/WE HAVE READ THIS DOCUMENT AND I/WE FULLY UNDERSTAND ITS CONTENT. I AM/WE ARE AWARE THAT THIS IS AN INDEMNITY AND RELEASE OF LIABILITY AND I/WE SIGN IT OF MY OWN FREE WILL.**

Signed at \_\_\_\_\_ on \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Accepted by the School \_\_\_\_\_ on \_\_\_\_\_

Principal \_\_\_\_\_  
Susan Liebenberg