



★ **Baby & Toddler Centre** ★ **Nursery School** ★ **Grade R**

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COVID-19 INDEMNITY TRANSMISSION 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

..... [insert pupil's name] (**the Pupil**), as well as in my personal capacity, to and in favour of Tic Toc Nursery School (**the School**)

- 2) I acknowledge that the Department of Health and many other public health authorities still 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 Pupil's return to the School may subject him/her to the risk of being infected with the COVID-19. I also acknowledge that the Pupil is under no obligation to attend School if I and/or the Pupil have any safety concerns, and notwithstanding this, I have freely consented to the Pupil's return to School fully aware of, and on the voluntary assumption of, the aforementioned risk.
- 3) I understand that this document indemnifies the School against the transmission of Covid-19 on the school's premises. I also understand that I have had the opportunity to review this Indemnity with an attorney of my choice.
- 4) I understand that if at any time after the return to School, the School learns that any pupil, employee, 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 pupils 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 Pupil'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) 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
- 7) This Indemnity supplements the Parent 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 (as amended from time to time), the provisions of this Indemnity shall prevail.
- 8) The governing law and alternative dispute resolution provisions of the Parent Contract as amended from time to time) shall apply *mutatis mutandis* 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/OUR OWN FREE WILL.

Signed at on 2020

Parent/Guardian 1: Name: Signature:

Parent/Guardian 2: Name: Signature:

ACCEPTED ON BEHALF OF TIC TOC NURSERY SCHOOL.

Signed at on 2020

Head of School: Name: Signature: