

# MARYVALE COLLEGE

Independent Catholic Day School  
PO Box 51698, Raedene, Johannesburg 2124  
www.maryvalecollege.co.za

## Pre-Primary and Primary School

Principal: Mrs K Smith  
Cnr Louis Botha Ave and Cheltondale Rd.  
Orchards, Johannesburg 2192  
Tel: (011) 485 1210/13  
Fax: 086 457 1441  
Email: primaryadmin@maryvalecollege.co.za



## High School

Principal: Mr Q H Davids  
10 St. Mary's Rd.  
Maryvale, Johannesburg, 2192  
Tel: (011) 640 3061/9  
Fax: (011) 640 7352  
Email: admin@maryvalecollege.co.za

### COVID-19 TRANSMISSION INDEMNITY FORM

*Please read through before signing this legal document*

1. Acknowledging the contagious and unpredictable nature of the Coronavirus disease 2019 (**COVID-19**), which makes it difficult to prevent transmission, I voluntarily execute this COVID-19 Transmission Indemnity Form (**Indemnity**) in my capacity as the parent or legal guardian of **[insert learner's name]**\_\_\_\_\_ (the **Learner**), and in my personal capacity, to and in favour of **Maryvale College** (the **School**).
2. I acknowledge that the Department of Health and other public health authorities still recommend practicing social distancing, and that the School has put in place preventative measures and other protocols to reduce the risk of the spread of COVID-19 but that, even so, the Learner's return to the School may expose him/her to the risk of being infected with COVID-19. I also acknowledge that the Learner is under no obligation to attend School under the prevailing circumstances. This notwithstanding, I freely consent to the Learner's return to School fully aware of, and on the voluntary assumption of, that risk.
3. I understand that this is an important legal document indemnifying the School against the consequences of transmission of COVID-19 on the School's premises. I also understand that, by signing this Indemnity, I 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 reopening of the 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 the necessity to follow and obey, all relevant rules, instructions, directions and requirements of the School as they may be applied or modified 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 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 indemnify and hold harmless the School and its governing body, employees, agents, contractors and officers (**Indemnified Parties**) from and against any claim for damages or losses and/or any other claims or other liability or expense 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.
7. I 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.
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 to this Indemnity.



**I/WE DO HEREBY DECLARE 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 \_\_\_\_\_ 20

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

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20

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

Accepted by the  
Maryvale College at \_\_\_\_\_ on \_\_\_\_\_ 20

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