



COVID-19 PARENT/LEARNER INDEMNITY AGREEMENT

As the coronavirus (COVID-19) continues to spread, Pinnacle Primary and Secondary Boarding School wants to ensure the awareness of what steps to be taken to protect learners as well as educators, employees and stakeholders.

In order to prevent spread of COVID-19, the school will follow the guidelines of the DBE Guidelines for Schools on Maintaining Hygiene During COVID-19, DBE Standard Operating Procedures for Teachers, Non-Teaching Staff and Learners on COVID-19 Outbreak, all other applicable government regulations including, but not limited to, the South African Schools Act, Disaster Management Act, and Occupational Health and Safety Act to protect employees and learners during this time.

WHEREAS:

1. I am a parent/guardian of _____
a learner (herein also referred to as my child/he/she) at Pinnacle Primary and Secondary Boarding School

Description of Risks

- 2.1. In consideration of the outbreak of COVID-19 and re-opening of schools, I hereby acknowledge that my child will be participating in educational activities, and that I am fully aware of, and have acquainted myself and he/she with the risks associated with or arising from the nature of learning activities.
- 2.2 My child will at all times be subject to and under obligation to obey the directives, instruction, rules and regulations issued by the school and relevant authorities from government departments.
- 2.3 The range of risks of infection and the degree of danger may include those known from government or disclosed through orientation and some others not reasonably foreseeable as the coronavirus evolves and spreads.
- 2.4 I understand that due to the unknowns of this virus that there might come a risk of my child contracting the coronavirus by not following regulations and guidelines directives, instruction, rules and regulations.
- 2.4 I am aware and acknowledge that risk of infection is reduced if my child follows all directives, instruction, rules and regulations, and that it is my and my child's responsibility to follow all the directives, instruction, rules and regulations.
- 2.5 Furthermore, should my child leave/jump from the school premises unlawfully without the school's permission, he/she may contract the coronavirus and such become a danger to himself, employees and other learners. As such I will be immediately asked to come and collect him or her and initiate procedures such as screening, testing, isolation, quarantine or admission to a medical facility. The child will not be allowed back for a period of 2 weeks, and on returning he/she will be required to provide a valid medical clearance certificate.

Personal Warranties and Warranties on behalf of my child

- 3.1 I understand that the symptoms representative of COVID-19 are fever, dry cough, shortness of breath, high temperature, persistent pain or pressure in the chest, feeling tired and weak, abnormal smelling, abnormal taste of food and drinks.
- 3.2 I understand that my child is required to follow the procedures, steps, and measures on the prevention of the spread of COVID-19 including maintaining a social distance of 1.5 to 2 meters with others, wearing a cloth mask at all times, avoiding of direct contact with others, frequently washing hands with soap and water for at least 20 seconds, wearing closed shoes to protect feet, not sharing stationery, utensils, food or drink with others, ensuring proper food storage practices, keeping hair, nails and teeth clean, avoiding touching the eyes, mouth, and face with unwashed hands, and heeding the directives of the President, NDoH, DBE, and NWPED.
- 3.3 I understand that all travellers arriving from a country or region with widespread ongoing transmission, as outlined by the NDoH should stay home for 14 days to quarantine, practice social distancing and monitor their health after their arrival.
- 3.4 I confirm that he/she does not display or currently have any of the symptoms that are representative of COVID-19, which are outlined above.
- 3.5 I confirm that if he/she display any of these symptoms, he/she will be immediately put into isolation and health services and education officials immediately informed.
- 3.6 I confirm that the school has the right to screen my child for symptoms prior to the start of each day to protect learners, teachers and employees from the spread of COVID-19.
- 3.7 I confirm that he/she has not travelled to any of the countries or regions with widespread ongoing transmission.
- 3.8 I confirm, to the best of my knowledge, that he/she has not had close contact with an individual diagnosed with COVID-19.
- 3.9 I understand that based on what is currently known about COVID-19, the spread is thought to occur mostly from person-to-person via respiratory droplets among close contacts and contact with contaminated objects, materials and surfaces. I understand that close contact can occur from being within approximately 2 meters of someone with COVID-19 for a prolonged period of time or by having direct contact with infectious secretions from someone with COVID-19.
- 3.10 I warrant that myself and my child have provided/will provide truthful information during all screening.
- 3.11 In amplification of the above, I warrant to disclose any special medical conditions my child might have which might pose a risk to him/her contracting the coronavirus.
- 3.12 Furthermore, I warrant that all medical information provided by myself/child to the school, prior to, during, and after re-opening of the school, is both accurate and correct.

Indemnity

- 4.1 I am fully aware that he/she may face unforeseeable risks, including those mentioned above, and in addition dangers unknown to both myself and the school and I nonetheless hereby indemnify and hold harmless Pinnacle Primary and Secondary Boarding School, its officials, educators, employees, the owner, sponsors, contractors and all other service providers acting on their behalf or on their instruction (hereinafter collectively referred to as “the INDEMNIFIED PARTIES”) against any and all claims howsoever arising, for any harm resulting from any infection, psychological harm, loss of life, including any such illness, loss of life, psychological damage which can be attributed to any act or omission on

the part of the INDEMNIFIED PARTIES which he/she may sustain whilst participating in the learning activities and/or travelling thereto or there-from school or whilst participating in any lawful schooling activities by or with of the INDEMNIFIED PARTIES in connection with schooling activities, and regardless of how such claim may have arisen.

- 4.2 I furthermore hereby indemnify and hold the INDEMNIFIED PARTIES harmless against any and all claims which may be made against one or more of the INDEMNIFIED PARTIES, in respect of any matters referred to above, by me or my Estate, any of my dependants, heirs or beneficiaries, successors-in-title or assigns.

Applicable Law and Jurisdiction

- 5.1 I agree that the laws of the Republic of South Africa shall apply to this Agreement and Indemnity and that any dispute, issue or claim involving the provisions of this Agreement and Indemnity shall be adjudicated upon in the relevant division of the school, education department and courts, as determined by the jurisdiction within which any such dispute, issue or claim arose, to whose jurisdiction I hereby submit.
- 5.2 In signing this Indemnity I do not rely on any other verbal or written representations, statements or promises made by or on behalf of any or all of the INDEMNIFIED PARTIES, and I furthermore agree that in the event of any provision of this Indemnity being found to be unenforceable or invalid for any reason, then such provision shall be excised from this Indemnity, and the remaining provisions of this Indemnity shall nonetheless be of full force and effect. Nothing contained in this Indemnity shall be amended, altered, varied or cancelled save and unless same has been reduced to writing and signed by or on behalf of INDEMNIFIED PARTIES.

Authority and Waiver

- 6.1 I agree that Pinnacle Primary and Secondary Boarding School, and its designated representatives, including appointed employees, shall have full power and authority to, at any stage prior to and/or during the discharge of their duties, disallow my child from school activities should they believe this to be in my child's best interests, or the interests of the other learners, employees, and stakeholders.
- 6.2 I furthermore agree that Pinnacle Primary and Secondary Boarding School and its employees and designated representatives, shall have full power and authority to lawfully lead my child's activities, and he/she will at all times be subject to and obey all instructions, including an instruction to isolate my child's at any time should they believe this to be in he/she interests, or the interests of the other learners, employees and stakeholders.
- 6.3 I furthermore appoint such persons to act in my child's interests, including to procure medical attention and care on his/her behalf in the event that he/she is sick, or for some other reason unable to act on his/her own behalf, and I hereby consent to such medical care and indemnify Pinnacle Primary and Secondary Boarding School and medical service providers, from any claims which I or my dependants may otherwise have had against them arising therefrom. I acknowledge liability for all medical costs. In the event of emergencies I authorise and instruct Pinnacle Primary and Secondary Boarding School to contact relevant authorities, and me or my next-of-kin.

Declaration

I, the undersigned, do hereby confirm that I have read and understood the Terms and Conditions and contained therein and do hereby warrant by my signature that I consider myself bound by them. IN SIGNING THIS INDEMNITY, I also warrant that I am an adult of sound mind and that I am aware of my right to take legal advice in regard to the contents thereof and I declare that I have read through the Indemnity and I know and understand its terms and the consequences thereof and fully agree to bind myself to these provisions.

DATED at _____ this _____ day of _____ 2020

Parent/Guardian Name: _____

Parent/Guardian ID Number: _____

Parent/Guardian Signature: _____

Witness Signature: _____