



Indemnity & Waiver

Memorandum of Agreement Entered Into by and Between:

The Tuition Centre

Herein represented by Dr RC Ulyatt, (or other director) duly authorised thereto (hereinlater referred to as “the Centre”).

And

Identity Number: _____

(Hereinlater referred to as “the Parent/Guardian”).

As Parent/Guardian of:

Identity Number: _____

(Hereinlater referred to as “the student”)

Who declare that:

WHEREAS the Parent/Guardian recognises that when his/her child/children is/are present on the premises of the Centre, or is/are present elsewhere other than the premises of the Centre, but under supervision of the Centre, or is/are under supervision of a person at the request or on instructions of the Centre, or is/are transported under supervision or at the request of the Centre, there would always be a risk of personal injury and/or damage to property in any of the aforesaid events.



NOW THEREFORE the Centre and the Parent/Guardian agree as follows:

1. The student aforesaid shall participate in all activities of the Centre at the Parent's/Guardian's and the student's own responsibility and risk, whether while being on the premises of the Centre, or elsewhere, either under supervision of the Centre or a person at the request or instructions of the Centre, or whether while being transported under supervision of the Centre or at the request of the Centre.
2. The Parent / Guardian hereby indemnifies the Centre and the person supervising the student or otherwise transporting the student, as well as all officials and employees of the Centre and any contractor who may be appointed by the Centre to execute any duties on behalf of the Centre, against all and any claims which may arise from the student's participation in all activities of the Centre, be it on the premises of the Centre or elsewhere.
3. The indemnity recorded herein relates to any claim whatsoever, irrespective of the cause from which it may arise and irrespective of whether such claim is based on contract, delict or whatever other cause of action whatsoever, whether criminal or civil and irrespective of whether such claim would be for any injury, loss, damage, compensation, consequential damages or any other cause of action whatsoever.
4. The Parent / Guardian hereby undertakes in particular that he / she will be liable for all medical, hospital and other expenses and costs resulting from any incident causing any injury, damage or harm to the student.
5. Without detracting from the above, the Parent / Guardian agrees that in the event of this indemnity being found not to be of any force and effect, any claim which the Parent / Guardian and / or the student may have against the Centre and / or the responsible person arising from any deliberate, reckless or grossly negligent conduct by the responsible person, shall at all times be limited to a maximum amount equal to the amount for which the Centre holds public liability insurance cover. The Parent / Guardian shall at all times during normal office hours be entitled to inspect the public liability policy issued to the Centre. By signing this document, the Parent / Guardian specifically agrees to the aforesaid and hereby confirms that he / she contracts with the Centre on the aforesaid basis.
6. Without detracting from any of the aforesaid terms, the Parent / Guardian hereby specifically authorises the Centre to secure, on behalf of and in the name of the Parent / Guardian / Student, any medical assistance and treatment required for the treatment of the student which may have to be afforded to the student as a result of any emergency, injury, accident or any other occurrence which requires medical assistance, to procure such medical assistance for such purposes and if necessary, to contact the administrators of the Medical Aid Fund of which the Parent / Guardian / Student is / are beneficiaries so as to obtain authority for any such medical treatment or assistance and to also instruct any provider of medical services to render such medical services, whether they be of an urgent, emergency or routine nature. The particulars of the Medical Aid Scheme are the following:



NOW THEREFORE the Centre and the Parent/Guardian agree as follows:

1. The student aforesaid shall participate in all activities of the Centre at the Parent's/Guardian's and the student's own responsibility and risk, whether while being on the premises of the Centre, or elsewhere, either under supervision of the Centre or a person at the request or instructions of the Centre, or whether while being transported under supervision of the Centre or at the request of the Centre.
2. The Parent / Guardian hereby indemnifies the Centre and the person supervising the student or otherwise transporting the student, as well as all officials and employees of the Centre and any contractor who may be appointed by the Centre to execute any duties on behalf of the Centre, against all and any claims which may arise from the student's participation in all activities of the Centre, be it on the premises of the Centre or elsewhere.
3. The indemnity recorded herein relates to any claim whatsoever, irrespective of the cause from which it may arise and irrespective of whether such claim is based on contract, delict or whatever other cause of action whatsoever, whether criminal or civil and irrespective of whether such claim would be for any injury, loss, damage, compensation, consequential damages or any other cause of action whatsoever.
4. The Parent / Guardian hereby undertakes in particular that he / she will be liable for all medical, hospital and other expenses and costs resulting from any incident causing any injury, damage or harm to the student.
5. Without detracting from the above, the Parent / Guardian agrees that in the event of this indemnity being found not to be of any force and effect, any claim which the Parent / Guardian and / or the student may have against the Centre and / or the responsible person arising from any deliberate, reckless or grossly negligent conduct by the responsible person, shall at all times be limited to a maximum amount equal to the amount for which the Centre holds public liability insurance cover. The Parent / Guardian shall at all times during normal office hours be entitled to inspect the public liability policy issued to the Centre. By signing this document, the Parent / Guardian specifically agrees to the aforesaid and hereby confirms that he / she contracts with the Centre on the aforesaid basis.
6. Without detracting from any of the aforesaid terms, the Parent / Guardian hereby specifically authorises the Centre to secure, on behalf of and in the name of the Parent / Guardian / Student, any medical assistance and treatment required for the treatment of the student which may have to be afforded to the student as a result of any emergency, injury, accident or any other occurrence which requires medical assistance, to procure such medical assistance for such purposes and if necessary, to contact the administrators of the Medical Aid Fund of which the Parent / Guardian / Student is / are beneficiaries so as to obtain authority for any such medical treatment or assistance and to also instruct any provider of medical services to render such medical services, whether they be of an urgent, emergency or routine nature. The particulars of the Medical Aid Scheme are the following:

6.1. Name of Medical Aid Scheme: _____

6.2. Name & Membership Number of Principal Member: _____

6.3. Telephone Number of Medical Aid During Office Hours: _____

6.4. Residential Address of Parent/Guardian: _____

6.5. Telephone Number of Parent/Guardian at Home: _____

6.6. Telephone Number of Parent/Guardian at Work: _____

6.7. Mobile Phone Number During Office Hours: _____

6.8. Medical Practitioner to be Contacted: _____

6.9. Telephone Number of Medical Practitioner: _____

6.10. Mobile Phone Number of Medical Practitioner: _____



7. The Parent / Guardian declares that to the best of his / her knowledge the student is in good health and acknowledges that it is the responsibility of the Parent / Guardian to inform the Centre in writing of any change in the state of health of the student and the general information which may become necessary in case of medical treatment or hospitalisation. Should the student not be in good health, the Parent / Guardian voluntarily hereby briefly states the nature of the medical condition to be the following:

8. The Parent/Guardian agrees that the student may appear on any and all forms of public media, including newspapers and magazines, all social media including Facebook, Instagram, Tik-Tok, and in videos made for The Centre, provided that such images are suitable and not of a questionable nature, nor used for any nefarious purposes or financial gain.

Signed At _____ On This _____ Day Of _____ 20 _____

Signature of Parent/Guardian

Signed At _____ On This _____ Day Of _____ 20 _____

Signature of The Tuition Centre