



## DEED OF INDEMNITY

Memorandum of an agreement made and entered into by and between:

*SPRINGVALE HOUSE P Bag 3774 or 84.2km Peg Harare/Mutare Road, Marondera* (hereinafter referred to as “the school”), which shall be the domicilium citandi et executandi of the school,

represented herein by (Headmaster) .....**Graham Peebles**..... in his capacity as the Headmaster of Springvale House (he being duly authorised hereto)

and

(guardians name) ..... I.D. No.....  
(hereinafter referred to as “the indemnitor”)

of (full physical address)

.....  
which address I accept as my domicilium citandi et executandi,

and (postal address) .....  
in his/her capacity as the lawful guardian of the minor child

(child’s name) ..... Date of Birth .....  
(hereinafter referred to as “the child”)

Name of Indemnitor’s Employer (if applicable) .....

WITNESSETH THAT WHEREAS:

- (A) The child has been enrolled at the instance of the indemnitor as a pupil at the school.
- (B) The indemnitor has agreed to the child participating in sporting activities, sporting competitions and cultural and educational excursions arranged by the school (all of which are hereinafter referred to as “school activities”) and whether such activities take place at the school or elsewhere, and whether in or outside of Zimbabwe.
- (C) The school has undertaken to provide or arrange transport to enable the child and other pupils at the school to travel to and from the school in order to enable him/her to participate in school activities scheduled to take place at venues other than at the school.

Initials:Indemnitor

Initials:Head

Initials:Witness 1

Initials:Witness 2

- (D) Such transport may be provided by means of the school's own passenger carrying vehicles, or by hired transport, or by parents of pupils enrolled at the school, or by members of the school staff using privately owned vehicles.
- (E) The indemnitor has agreed to and hereby appoints the Head/Rector, his/her deputy and other senior members or representatives of the school staff to act in loco parentis and in such capacity to authorise any medical treatment, including the hospitalisation of the child, if in the opinion of any such member of the school staff such treatment is urgently required in the interest of the child in the event of the child suffering any accident or illness while attending the school as a pupil thereat, or to make any decision or take any action which he/she deems is urgently required or necessary to be taken in the best interests of the child, at any time that the child is under the supervision and control of the school.

This preamble being part of this agreement.

NOW THEREFORE THE PARTIES AGREE –

That the indemnitor in consideration of the above recited facts hereby indemnifies the school, its Board of Governors, officers, contractors, employees, agents, headmaster and staff of the school and any parents providing private transport as aforementioned against all claims, costs, charges or expenses which the school, its Board of Governors and any of the aforementioned persons may now or at any time hereafter be or become liable for or may be required to pay or may incur or sustain in connection with or arising from any damage, loss or injury of any description whatsoever and howsoever incurred which may be suffered by the child while attending school, or while participating in any school activities, or while under the custody of the school, or which the child might suffer as a result of receiving or having received any medical treatment authorised as aforesaid, including any consequential loss suffered by the child as a result or in consequence of any occurrence as aforementioned.

THUS DONE and SIGNED by the INDEMNITOR at .....

on this the .....day of .....20.....

.....  
INDEMNITOR

AS WITNESSES:

- 1. ....
- 2. ....

AGREED to and SIGNED on behalf of the SCHOOL at .....

on this the ..... day of ..... 20.....

.....  
HEAD

AS WITNESSES:

- 1. ....
- 2. ....