**DEED OF INDEMNITY**

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

Rishworth House (hereinafter referred to as “the school”),

Represented herein by Mr. Hans Christen in his capacity as the Principal of the School (he being duly authorised hereto)

**And**

……………………………………………………….I.D. No……………………………….………

(hereinafter referred to as “the indemnitor”)

of (full physical address) …………………………………………………………………………………….

………………………………………………………………………………………………………………..

which address I accept as my domicilium citani et executandi,

and (Postal Address) ………………………………………………………………………………………...

in his/her capacity as the lawful guardian of the minor child

……………………………………………………... born …………………………………………

(hereinafter referred to as “the child”)

Name and Company of the Indemnitor’s Employer: (if applicable)………………………………………..

………………………………………………………………………………………………………………

**WITNESSETH THAT WHEREAS:**

1. The child has been enrolled at the instance of the indemnitor as a pupil at the school.
2. 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 in or outside of Zimbabwe.
3. 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 that at the school.
4. 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.
5. The indemnitor has agreed to and hereby appoints the Principal, his deputies 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 Directors and/or Governors, officers, contractors, employees, agents, Principal 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 Directors and/or 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 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…….

**AS WITNESS Signature …………………………….**

 **INDEMNITOR**

**1.**

**2.**

**AGREED** to and **SIGNED** on behalf of the **SCHOOL** at ……………………………. on this

the……………………………… day of …………………………………20…..

**AS WITNESS Signature …………………………….**

 **PRINCIPAL**

**1.**

**2.**