

INDEMNITY BOND

(TO BE EXECUTED ON NON - JUDICIAL STAMP PAPER OF ₹ 20 AND NOTARISED FOR SUBMISSION ALONG WITH ADMISSION FORM)

1. This Indemnity Bond – cum – Declaration is executed on this day ofmonth in the year.....by
Aadhaar No (hereinafter referred to as the “**indemnitor**”, which expression shall, unless excluded by the context of the meaning thereof, be deemed to include his / her heirs, executors, administrators and legal representatives), AND IN FAVOUR OF THE FOLLOWING :

The Chairman and all members of the Kabir Educational Society; the Principal and all members of St Kabir Public School, Sec 26, Chandigarh, hereinafter referred to as the “Indemnitees”.

2. WHEREAS the Indemnitor is the father / mother of, agedyears, resident of who has been granted admission / promotion in Class in the session 2017- 18 in St Kabir Public School, Sector – 26, Chandigarh.
3. WHEREAS on the faith and representation made to the Indemnitees, the Principal, St Kabir Public School has agreed to grant admission / promotion to the above named Child / Ward in Class The Indemnitor subject to giving such indemnity, as is hereinafter contained, and keeping the Indemnitees harmless from any claim, action, proceedings etc. which anyone, whomsoever, may at any time, institute against the Indemnitees, in respect of and for the entire period, or any part thereof, that the above named individual continues to remain admitted to St Kabir Public School, Chandigarh, on any ground whatsoever.
4. WHEREAS the Indemnitor executes the present indemnity freely and sincerely, knowing fully well that on the faith thereof, the admission / promotion to the above named individual has been granted in Class
5. Now this deed witnesses that in consideration of the Principal, St Kabir Public School, agreeing to grant admission / promotion to the above named individual in Class, the Indemnitor hereby covenants with the Indemnitees that he / she will at all times indemnify and keep harmless the said Indemnitees from all claims, actions, demands, proceedings etc. on any ground whatsoever, and from all actions and proceedings instituted against the said Indemnitees by anyone, whomsoever, in respect of and for the entire period or any part thereof, that the above named individual continues to remain admitted at St Kabir Public School, Chandigarh. The school will not be responsible for any injury or damage caused by the ward to himself / herself or to anybody else within or outside the school premises during participation in various activities (academic, sports etc.) within or outside the school or qua any claims, actions, demands, proceedings etc. and all actions and proceedings arising therefrom, against the said Indemnitees by anyone in that regard and it shall be the sole responsibility of the Indemnitor to indemnify the same and also incur all types of expenses, including legal expenses, if any.
6. WHEREAS The Indemnitor agrees that the transportation of his / her child / ward, to and from the school and also to other places as required, for participation in curricular / co-scholastic / sports activities is the sole responsibility of the parents he / she may decide to contract the services of a private transporter, duly certified and approved by the Chandigarh UT Administration, and allowed by the Indemnitees to pick and drop its students between designated destinations on assigned days. However the indemnitees will not be held responsible and cannot be held liable, in case of any mishap or negligence on the part of the contractor, the Indemnitees only being the facilitator between the Indemnitor and the Transport Service provider. In case, the individual is found violating the bus rules as mentioned in the Link Book, appropriate penal action will be taken.
7. The indemnitor hereby further declares and undertakes :
- (a) That the Principal of the school is the sole authority to take final decision in respect of any kind of disciplinary action against the ward of the indemnitor and his decision shall be final and irrevocable. In case, a child is found violating the Code of Conduct as mentioned in the Link Book, appropriate penal action as provided for in the school rules will be taken.
- (b) That the Principal of the school shall have all powers to order penalty / suspension / rustication or expulsion of the said individual if he / she by speech or any other form of physical or symbolic communication (including gestures, posters, pamphlets, or electronic AV media / internet etc.) or by

physical action, causes or induces or provokes others to cause any infringement of the School Rules with respect to staff, students, equipment or property, as imposed by the indemnitees.

- (c) That the indemnitor undertakes that his / her child / ward would not carry any type of weapon / mobile phone / music or video player / intoxicants / any amount of cash beyond the limit prescribed by the indemnitees / Electronic Games / Playing Cards / Unauthorized Portable Data Drives, Cards or Disks during their presence / stay in the school premises or inside the school bus and therefore accepts the responsibility for indemnifying completely the indemnitees against any legal consequences including legal costs thereof arising therefrom. Further, the indemnitor also agrees and accepts that the indemnitees will have the right to immediately confiscate the prohibited item and after carrying out 'due process' to evaluate the seriousness of its wrongful use, may order the temporary or permanent forfeiture of the objectionable item.
- (d) That the indemnitor undertakes that his / her child / ward will not cause any willful damage to the school building, equipment / computer / furniture / instrument, book etc and will support the school administration by reimbursing the cost for replacement / repair including fine, if any, and will not cause any objection whatsoever to the imposition of penalty on the individual as stipulated in the school rules.
- (e) That the indemnitor will not hold the indemnitees liable for any damage / charges on account of injuries or losses, sustained by his / her child / ward on account of his / her violating school rules or staff instructions, or due to any exigency beyond reasonable control of the indemnitees sustained at any time during his / her stay in the school, while taking part in studies, sports / study tours / excursions / treks or any other co-scholastic activities or while travelling between school and other planned destinations including his / her residence. Further, that the indemnitor undertakes to reimburse to the indemnitees all expenditure for administering First Aid, including Ambulance Fees, if administered outside the school premises.
- (f) That the indemnitor agrees to accept the decision of the indemnitees if his / her child / ward is expelled from school for accessing / viewing any obscene publication / website / Facebook page / email or for hacking, or attempt to hack the school database, ERP or Website during his / her physical presence in school with the help of a school computer or by using a prohibited personal gadget. Further, the indemnitor also agrees and accepts that the indemnitees, as a deterrent to other students and their respective parents, may also order the forfeiture of the security amount of the individual held by the school.
- (g) That the indemnitor undertakes to support the indemnitees and its administration for upholding the dress, code of the school and will not object if his / her child / ward found to be indecently / incorrectly dressed, is asked to return home for the day. To facilitate this, the indemnitor further undertakes to personally visit the school to pick up his / her child / ward failing which the individual will be escorted home and the travel costs deducted from the individuals account at the school office.
- (h) That the indemnitor agrees to accept the decision of the indemnitees if his / her child / ward is summarily expelled from school due to proven involvement in any criminal or immoral act committed within or outside the school premises, along with all the financial and documentary repercussions / consequences thereof elaborated in this Indemnity Bond – cum – Declaration.
- (i) That the indemnitor concedes and accepts that the indemnitees are absolved from the responsibility of refunding the fees and / or the security amount in case his / her child ward is expelled from school on disciplinary grounds under the prevailing rules and regulations of the school.
- (j) That in the eventuality of expulsion of the individual the indemnitor agrees and accepts that the indemnitees will have the right to reflect / record the incidence of suspension / rustication or expulsion in the Transfer Certificate to be issued to the individual as and when the indemnitor applies for, or when the individual is expelled from the school by the indemnitees.
- (k) That if the child / ward of the indemnitor has to be removed from the school premises for any reason whatsoever, the indemnitor undertakes to compensate the indemnitees the entire travel cost for the child and staff escort.

IN WITNESS WHEREOF the Indemnitor Mr. / Mrs. son / daughter / wife of resident of signs and delivers this Bond cum Declaration to the Indemnitees.

Signature of INDEMNITOR / EXECUTANT
email: _____

Witness – 1

Signature : _____
Name : _____
Aadhaar No : _____
Address : _____

email : _____
Date : _____

Witness – 2

Signature : _____
Name : _____
Aadhaar No : _____
Address : _____

email : _____
Date : _____