

## **AUTHORIZATION AND RELEASE FROM LIABILITY**

Close Up Foundation (“Close Up”) is committed to providing a safe, memorable, and educational experience for all participants. As Close Up restarts in-person programming, our policies, schedules, health/safety protocols, and other components of program have been changed, modified, and/or replaced.

The undersigned is an adult participant on program or the Parent(s)/Legal Guardian(s) (“Parent”) of a student who will be participating on in-person Close Up programming. In consideration for my or my Student’s involvement in Close Up programming, I confirm agreement to the general Close Up Terms and Conditions and hereby agree to the following terms and conditions. Close Up reserves the right to modify this document as conditions warrant. In this Authorization and Release from Liability, adult participant and student participant may be referred to individually as “Participant” and collectively as “Participants”.

- 1. Voluntary Participation:** I understand that Participant’s involvement in any Close Up program is entirely voluntary.
- 2. Rescheduling/Refund Options:** I am aware of the options to reschedule and transfer Participant’s payments in full, or to cancel and receive a partial refund in accordance with Close Up’s modified cancellation/refund policies. I am also aware that those refund and rescheduling options will expire upon confirmation and authorization from Trip Coordinator that Close Up proceed with rebooking of rescheduled program.
- 3. Health Emergency Acknowledgement:** I understand that the COVID-19 Public Health Emergency is currently on-going. I understand that COVID-19 is an extremely contagious disease that can lead to severe illness and death, and that no list of restrictions, guidelines, or practices will remove 100% of the risk of exposure to COVID-19, as the virus can be transmitted by persons who are asymptomatic, and before some people show signs of infection.
- 4. Inherent Risk Acknowledgement:** I understand that there is an inherent risk of exposure to COVID-19 during travel and in any public place where other people are present. I understand that Participant may touch shared surfaces, share a sleeping room with another participant, and participate in both indoor and outdoor activities with other participants. I acknowledge that Close Up and its vendors have instituted safety and health guidelines consistent with federal, state and local health agency recommendations but cannot guarantee that all participants will physically distance and/or follow all protocols set out in these recommendations.
- 5. Assumption of Risk:** Despite the protocols and procedures in place to mitigate the transmission of COVID-19 on Close Up, I understand and acknowledge there are inherent risks for the Participant. These risks include, but are not limited to exposure to COVID-19, becoming infected with COVID-19, or becoming a symptomatic or asymptomatic carrier of the virus. I understand that Participant’s possible exposure to COVID-19 may result in Participant spreading the infection to other family members or other persons. I recognize that if Participant receives a positive diagnosis of COVID-19 while on Close Up, or if Participant is notified of COVID-19 exposure within 14 days before their Close Up trip, during their Close Up trip, or after their Close Up trip, they may encounter extended quarantine/self-isolation, additional tests, medical care, hospitalization, other potential complications, and the risk of death. I hereby acknowledge and assume the risks of Participant becoming infected with COVID-19 as a result of participation on a Close Up program.
- 6. Waiver and Release of Liability:** I understand and agree that travel and participation in Close Up creates

the risk of accident, illness, or injury. I further understand that Participant is subject to the procedures and operations of public vendors, including airlines, and assumes the risk inherent thereto. As discussed above, participation in Close Up during the duration of the COVID-19 pandemic creates the specific risk that Participant could be exposed to and/or infected by COVID-19. I release Close Up, its Board, Officers, employees, and agents from all claims, liability, and damages that Participant may have for personal injuries, illnesses, medical expenses, or other loss resulting from Participant's involvement in Close Up, including those pertaining to exposure to or illness from COVID-19. I agree that this release includes personal injury, illness, medical expenses, or other losses caused by or resulting from negligence, active or passive, of Close Up, its Board, Officers, employees, and agents however, the release does not apply to liability for gross negligence, willful injury, or fraud, and is not intended to release Close Up insurers, if any, or non-agent third parties of any responsibility for any claims that may otherwise be asserted.

- 7. Program Modifications:** I understand and accept that Close Up has and will make modifications to the original program schedule to comply with local/state/federal laws, restrictions, and guidance, as well as to adhere to safety protocols and procedures put in place by Close Up, venues, or vendors.
- 8. Mask Policy:** In accordance with federal, state and local guidance and restrictions, and to help ensure the overall health of Close Up participants, staff, and vendors, I understand that all Close Up participants must wear a mask for all indoor and outdoor activities outside of Participant's sleep room. Exceptions to this rule can be made for situations where Participant is actively eating or drinking, or in accordance with the ADA Amendments Act. Close Up will enforce this policy and failure to comply could result in disciplinary action including removal from program or sending Participant home at the expense of Participant (or their Parent/Guardian). Close Up will provide masks to participants, if necessary. Any changes to this policy will be made in accordance with local, state, and federal guidance and other best practices and will be communicated to Close Up Trip Coordinators as well as posted on Close Up's website.
- 9. Adherence to Safety and Health Guidelines:** I acknowledge that Close Up has implemented prudent and reasonable preventative protocols, policies, and procedures designed to reduce the spread of COVID-19 during Participant's involvement in a Close Up program. I have discussed this with Participant and acknowledge the importance of the shared responsibility to adhere to these protocols in order to reduce the risks of contracting or spreading the virus while Participant is on a Close Up program. I acknowledge and agree that Participant will abide by such guidelines, including but not limited to mask-wearing, hand-washing/sanitizing, physical distancing, and reporting any symptoms of COVID-19 that Participant may experience to Close Up staff immediately.
- 10. Close Up COVID-19 Protocols:** I understand that Close Up has made a number of programmatic changes, adjustments, and modifications as a result of the ongoing COVID-19 pandemic. I have read the [Close Up Foundation COVID-19 Protocols](#), and understand that Close Up will adhere to the safety guidelines laid out in that document. **I understand that I may incur significant costs if Participant is required to quarantine due to a) a positive COVID-19 test; or b) exposure to an individual who tests positive for COVID-19, including exposure that occurred within 14 days of the start of their Close Up program.** I understand that Close Up, in conjunction with its medical partners and local health officials, will make a determination of who is considered a close contact and will require quarantine. **I understand that if Participant is required to be quarantined, I will arrange for supervision and/or take custody of Participant at Close Up's program hotel within 24 hours of notice.** I understand that the Close Up Foundation COVID-19 Protocols may be updated, and that I am responsible for reviewing updates posted to the [Close Up Foundation COVID-19 Protocols](#).
- 11. Testing:** It is possible Participant is already an asymptomatic carrier of the virus and that the Participant may infect other students, employees, or other individuals on Close Up. Therefore, I understand that Close Up strongly recommends that Participant take a COVID-19 PCR test 72 hours prior to departure,

receive a negative result, and quarantine prior to departure for a Close Up program. Participant should consult with their personal physician regarding travel protocols, testing, and risks associated with travel. I also understand that I am responsible for ensuring that Participant follows reasonable and/or necessary protocols upon returning home from a Close Up program.

**12. Eligibility to Participate on Close Up:** I confirm that Participant a) has not tested positive for COVID-19 in the 14 days before travel; b) has not experienced COVID-19 symptoms in the 14 days before travel; and c) has not been exposed to someone who has tested positive for COVID-19 within 14 days of travel. If I cannot confirm any and all of requirements (a) through (c), Participant is not eligible to participate in a Close Up in-person program. **I will alert our Trip Coordinator and Close Up staff immediately if I am informed of any new information that would change Participant's eligibility to participate.**

**13. Centers for Disease Control and Prevention Information:** I have reviewed applicable current information regarding COVID-19 and precautionary measures published by the Centers for Disease Control and Prevention (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>), as well as state and local health departments, and am permitting the Participant to participate in Close Up activities with a full understanding of such information. I acknowledge that I have discussed this information with Participant, who agrees to participate on Close Up activities with an understanding of this information.

**14. Cancellation Deadlines:** I understand that the modified refund and rescheduling options in place expire upon the new Final Payment/100% Cancellation Deadline date that will be established by Close Up and communicated to my school/group's Trip Coordinator. I understand that I am subject to a cancellation penalty of all payments if Participant cancels after the new Final Payment/100% Cancellation deadline.

**15. Miscellaneous:** The releases contained within this Authorization and Release from Liability are for the benefit of Close Up and are binding on the Participant, Parents/Guardians, their heirs, beneficiaries, legal representatives, executors, administrators, and assigns. This Authorization and Release from Liability shall be governed by the laws of the State of Virginia. If any clause, sentence, paragraph or other provision of this Authorization and Release from Liability is, for whatever reason, deemed void, or otherwise unenforceable, then such language shall be severed and the rest of the Authorization and Release from Liability shall remain in full force and effect.

By signing this Authorization and Release from Liability, **I acknowledge and represent that I have read the Authorization and Release from Liability, fully understand it, and agree to its provisions as a condition for participation in a Close Up program**, and sign it voluntarily as my own free act on behalf of myself, and, if applicable, as the Parent or Legal Guardian of the Participant, on behalf of the Participant. Each Parent/Guardian should sign this Authorization and Release from Liability; however, it may be signed by a single Parent or Guardian who has the authority to enter such agreements on behalf of the Participant and/or the consent of all other Parents or Guardians to do so. The submission of the Authorization and Release from Liability with the signature of a single Parent/Guardian will constitute the representation of that Parent/Guardian that they have the necessary authority and consent. No oral representations, statements, or inducements apart from the foregoing Authorization and Release from Liability that has been reduced to writing have been made. Close Up reserves the right to modify this document as conditions warrant.