

## **NAIS AND CLOSE UP STUDENT CIVIC LEADERSHIP SUMMIT: SCHOOL ADVISOR TERMS AND CONDITIONS**

This Enrollment Agreement is hereby entered into by and between Close Up Foundation (“Close Up”), and the School Advisor (“School Representative”) seeking enrollment for their School (“School”) and with their students (“Student”) in the selected Close Up program (the “Program”) with (NAIS) National Association of Independent Schools (the “Partner”). In consideration for enrollment of Participant School by Close Up, the undersigned Participant acknowledges and agrees to comply with and be bound by the terms and conditions of the Program as outlined below:

Close Up welcomes participation in its programs without regard to gender, race, color, religion, sexual orientation, gender identity, national origin, or disability.

### **1. AUTHORIZATION**

School Representative has the power and authority to enter into this Enrollment Agreement on behalf of School and to bind such School Representative to the terms and conditions of this Enrollment Agreement. School Representative is entering into this Enrollment Agreement on behalf of School.

### **2. CAPABILITY**

School Representative understands that the Program requires a level of education, maturity, and independence of Students. School Representative confirms that the Students are capable of participating in discussions on public policy issues, history, and government with their peers throughout the day; attending workshops; and following instructions on where and when to meet instructional staff for Program.

### **3. RULES OF CONDUCT ON PROGRAM**

School Representative agrees to inform Students that they are expected to follow Close Up Rules of Conduct (as set forth herein) at all times. In addition to those set forth in Section 2 herein, these rules and policies further include: (a) showing respect at all times during the Program, including to students, teachers, Close Up staff, presenters, vendors, and digital communications; (b) participating in all scheduled Program activities unless previously excused by Close Up or School; (c) not leaving the Program without prior written permission from School and Close Up; (d) not violating Close Up’s Social Media Policy (as set forth in Section 4 herein); and (g) not possessing or using alcoholic beverages, illicit drugs, or firearms or weapons of any kind. Close Up also prohibits a Student’s use of any tobacco products or electronic nicotine delivery systems (e.g. e-cigarettes, Zyn pouches) while participating in any component of the Program.

By signing this Enrollment Agreement, School Representative agrees to be available to assist with Students’ compliance in these matters as appropriate, including but not limited to, the occurrence of a violation of the Close Up Rules of Conduct by a Student. School Representative further agrees that in the event of any non-compliance with Close Up Rules of Conduct, School Representative will be available to facilitate communication with a Student’s parent(s) and/or legal guardian(s) and School. School Representative further acknowledges and agrees that Close Up reserves the right, in its sole and exclusive discretion, to expel or otherwise discipline any Student who does not meet the behavioral and/or performance standards of the Program, or whose conduct at any time or place interferes with the Program or its operations or brings discredit or reputational harm to the Program or Close Up. If a Student is expelled from the Program, Close Up will send such Student home at the sole expense of such Student’s parent(s) and/or legal guardian(s).

### **4. SOCIAL MEDIA POLICY**

School Representative and Students shall be respectful in all communications and blogs related to or referencing the Program and/or Close Up, its employees, Partners and other Participants. School Representative and Students shall not use social media outlets, blogs or personal web sites to disparage the Program, Close Up, other Participants and/or Close Up staff. School Representative and Students shall not use social media outlets, blogs or personal web sites to harass, bully or intimidate other Participants or Close Up staff. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color or disability; sexually suggestive, humiliating or demeaning comments; and threats to stalk, haze or physically injure another person.

By signing this Enrollment Agreement, School Representative acknowledges and understands the Social Media Policy set forth in this Section 4 and agrees to cooperate with Close Up as necessary to enforce such policy as required to ensure Students’ compliance with such policy as described herein.

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### **5. ROOMING ON THE PROGRAM**

School Representative understands Students will room in doubles (two to a room) or in triples (three to a room) with other students identifying as the same gender from the same school. Close Up will work with schools and School Representative to encourage and arrange rooming accommodations that protect and respect all students. Close Up uses hotel rooms that contain two double beds. Close Up rooming policies are subject to change.

### **6. VALUABLES**

School Representative acknowledges that Close Up and Partners are not liable for any lost or stolen personal items and understands Students and Participants may share meeting space with program participants from other schools/communities. Therefore, School Representative will advise Students to leave valuables at home and assume any risk should Participant and/or a Student choose to bring valuables on the Program.

Close Up is not liable for any use of personal property, such as cell phones, even if such use is by other Program participants. School Representative understands that the Program depends on groups of students working together in various learning environments and that use of cell phones, tablets and/or other similar devices during such times interferes with learning opportunities. Thus, School Representative will advise Students to keep their cell phones, tablets and similar devices turned off at all times during the Program. The exception to this rule is if the instructor specifically authorizes Students to use their phone or electronic device. School Representative will also advise Students that they may not record video of participants or staff without consent to do so while on the Program. School Representative understands that failure to comply with either of these policies is considered a violation of the Close Up respect rule set forth in Section 3(a) herein.

### **7. PHOTOS AND LIKENESS**

School Representative acknowledges and understands that Close Up also requires the consent of the parent(s) and/or legal guardian(s) of all Students and all Participants for the use of, in any medium, without restriction or compensation, a Student's name, likeness, audio, video, photograph or quotes, including by news or media outlets, posting the same on the website or social media of either Close Up or another Partner to the Program. Such consent survives the term of this Enrollment Agreement and serves as consent to use such material both during and after School Representative and Student is enrolled in the Program. The parent(s) and/or legal guardian(s) of all Students, School Representatives, and all Participants must release and discharge Close Up, its representatives and assigns from any and all claims and demands relating to the use of any recordings of Students, School Representative or Participants, as may be edited or altered, or other such material, including without limitation any claims for invasion of privacy, right of publicity, defamation or misappropriation of Student or School Representative name, image or likeness. All Students and the parent(s) and/or legal guardian(s) of all Students must also agree not to hold Close Up liable for any damages resulting from the lawful use or non-use of such material. School Representative agrees to inform Students and their parent(s) or legal guardian(s) of this policy.

### **8. DAMAGES**

School Representative assumes liability and full responsibility to pay for any and all damage to Close Up property or property of the Partner caused by School Representative while on the Program. School Representative will pay any and all charges for damage caused by School Representative in accordance with the damaged owner's policies. School Representative acknowledges and agrees that Close Up shall have no responsibility whatsoever for any damage or loss sustained by School Representative to its personal property while it is located on Close Up property or property of any Partner.

### **9. MEDICAL**

School Representative understands that Close Up does not provide medical care to any Program participant (student or adult), and School Representative agrees it will inform Students and their parent(s) and/or legal guardian(s) of this policy. Rather, in the event of illness or accident, Close Up will consult with the School Representative and/or parent(s)/legal guardian(s). Students are not required to have health insurance in order to participate in the Program.

Additionally, if a Student needs recurring medical treatments and/or medication, School Representative understands and acknowledges that such Student is responsible for these treatments and/or medication without Close Up supervision. All medications, injections, or other treatments must be monitored and administered either by School Representative or the Student. School Representative will notify Close Up in

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advance of all medication that needs to be refrigerated. Close Up and its Partner cannot control or guarantee the contents of food products for meals provided on Program. Students and Participants with dietary allergies are ultimately responsible for inspecting all food for ingredients related to the allergy.

In the event of a medical emergency involving one of the Students, School Representative agrees to (1) be available to accompany such Student to the medical care facility if necessary; (2) facilitate communication with such Student's parent(s)/legal guardian(s) and school concerning Student's status; and (3) complete any other activity as required until such Student is able to fully participate in the Program.

### **10. AUTHORIZATION FOR SEARCH AND RETENTION**

School Representative acknowledges and understands Close Up may inspect and confiscate any and all technological devices, personal property and Close Up-provided spaces and storage during the Program or at or during Close Up-related or sponsored events or activities. This includes but is not limited to inspection and confiscation of a Student's cell phone or a cell phone in their possession; laptops and computers; backpacks, bags and/or other personal property brought to the Program or Close Up related or sponsored events.

By signing this Enrollment Agreement, School Representative acknowledges and understands this policy as set forth herein and agrees to cooperate with Close Up as necessary to enforce such policy as required to ensure Students' compliance with such policy as described herein.

### **11. PROGRAM PRICE**

School Representative understands and acknowledges that the Program price for all Students includes tuition, room and board, in-town transportation, safety and security, activity fees, and limited accidental injury policy. School Representative has informed Parents additional charges might apply for optional items, including but not limited to specialized meals.

### **12. PAYMENT AND CANCELLATION POLICIES**

School Representative understands and agrees that the Program payment is nonrefundable and nontransferable from the time of payment under any circumstances.

If School Representative, Participant School, Participant or the district of School chooses to cancel participation, no refund will be issued for any payments on the account. In the event of a cancellation for nonpayment, Close Up, at its discretion, may allow School Representative or Student(s) to re-enroll, provided Close Up has available space in the Program, provided School Representative or such Student(s) make(s) full payment at the time of re-enrollment, and provided School Representative or such Student(s) pay(s) any and all incremental charges that Close Up might incur.

Additionally, Close Up retains the right to modify, delay or postpone the Program as a result of unforeseeable events that are beyond Close Up's reasonable control, including but not limited to, acts of God, fire, war (whether declared or undeclared), criminal or terrorist activities or threats, insurrections, incidents of violence, actual/perceived/threatened public health issues or quarantine, actual/perceived/threatened epidemics or pandemics, strikes, government restrictions or government shutdowns, fire or severe weather conditions or any other reason that makes it impossible or commercially unreasonable in the sole and exclusive opinion of Close Up to conduct the Program as originally contracted. If Close Up suspends or postpones the Program for any such reason, Close Up will work with all impacted groups to reschedule to a new program date. If rescheduling is not an option, Close Up will work with its Partners to maximize available refunds to School Representative and Students. Close Up reserves the right to issue a program credit in lieu of a money-back refund towards a future Close Up program.

### **13. INFECTIOUS DISEASE INHERENT RISK ACKNOWLEDGEMENT**

School Representative understands and acknowledges that there is an inherent risk of exposure to infectious diseases during travel and in any public place where other people are present. School Representative understands that they may touch shared surfaces with other adult participants and participate in indoor activities with Participants and Students. School Representative understands and acknowledges that Close Up and its Partners have instituted safety and health guidelines consistent with federal, state and local health agency recommendations but cannot guarantee that all School Representatives, Participants, Students and other participating adults will follow all protocols set out in these recommendations.

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### **14. PERMISSION, ASSUMPTION OF THE RISK AND RELEASE**

School Representative understands and acknowledges the parent(s) and/or legal guardian(s) of all Students must authorize and give permission for each Student to attend and participate in all aspects of the educational experience and activities in the Program. School Representative understands and acknowledges that the Program will have adults participate in Activities, who will attempt to exercise reasonable diligence to ensure the safety and well-being of all Students during their participation; however, School Representative also understands that it is not possible for Close Up personnel to supervise all aspects of the Activities at all times. School Representative understands and acknowledges that there are inherent risks of serious personal injury and loss, illness, theft or damage of personal property involved in some Activities, and School Representative voluntarily assumes and accepts such risks of personal injury and loss, illness, theft or damage of personal property arising from School Representative or Students' participation in the Activities, jointly and severally on behalf of itself individually and on behalf of Student's School. School Representative releases Close Up and its affiliated entities, and their respective Board of Directors, Executive Officers, volunteers, employees, agents and Partners from all claims, liability and damages that School Representative and/or Students may have for personal injuries or property damage, illness, loss or theft resulting from School Representatives' and/or Students' participation in the Activities. School Representative agrees that this release includes personal injury or loss, illness, theft or damage of personal property caused by or resulting from negligence, active or passive, of Close Up and its affiliated entities, and their respective Board of Directors, Executive Officers, volunteers, employees, agents and Partners; however the release does not apply to liability for gross negligence, willful injury, or fraud, and is not intended to release the Program and its affiliated entities' insurers, if any, or non-agent third parties of any responsibility for any claims that may otherwise be asserted. School Representative and Parent(s) and/or the legal guardian(s) of Students must agree to reimburse and indemnify Close Up and its affiliated entities, and their respective Board of Directors, Executive Officers, volunteers, employees, and its agents and Partners for any costs and expenses incurred in providing for a Student's return home as well as for other services related to the special or emergency needs of a Student. School Representative acknowledges that all medical conditions which might affect a Student and/or School Representative's participation in the activities have been fully disclosed in each Student's current medical authorization form. School Representative agrees to inform Students and their parent(s) and/or legal guardian(s) of the above policy.

### **15. HOTEL CHECK-IN**

School Representative understands that it must register Students at the hotel with Close Up staff when School Representative arrives on the Program. Students may not be able to check into hotel room until 6:00pm on arrival day. Close Up will provide a room to store luggage if a sleeping room is not available upon arrival. Close Up is not liable for lost or stolen items from said storage room or for any use of personal property.

### **16. APPROVALS**

School Representative has obtained all of the approvals needed to bring Students on the Program and has disclosed to School Representatives' School's administration.

### **17. CREDIT CARD OR BANK ACCOUNT DEBIT CERTIFICATION AND AUTHORIZATION**

By registering School and Students in the Program, School Representative certifies that if its method of payment is a credit card and/or bank account debit as method of payment, it has the proper authority to authorize Close Up to charge the credit card or debit the bank's checking, savings or other account.

### **18. DISCLOSURE**

School Representative authorizes Close Up to share the information on all School Representative' and Student's enrollment and related forms with Close Up employees or their designees and Partners whenever helpful to performing their duties.

### **19. ENTIRE AGREEMENT**

This Enrollment Agreement represents the full and complete agreement between Close Up and School Representative regarding enrollment in the Program. This Enrollment Agreement supersedes all prior negotiations, agreements, terms, conditions, statements or representations, whether written or oral, concerning the subject matter of this Enrollment Agreement.

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### **20. ENFORCEABILITY/SEVERABILITY**

In the event any provision or portion of this Enrollment Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Enrollment Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby. If either School Representative or Close Up fails to enforce any provision of this Enrollment Agreement, it does not prevent either party from enforcing that provision in the future, nor does it prevent School Representative or Close Up from enforcing any other provision of this Enrollment Agreement.

### **21. NO AMENDMENT**

This Enrollment Agreement may not be altered, amended, modified, or otherwise changed in any respect except in writing and signed by an Executive Officer of Close Up. No agent or employee of Close Up, other than its Executive Officers, has authority to modify or make any agreement contrary to the terms of this Enrollment Agreement as stated herein.

### **22. CHOICE OF LAW PROVISION**

This Enrollment Agreement is being entered into in the District of Columbia and shall be interpreted under the laws of the District of Columbia. It is further agreed that any litigation which either Close Up, School Representative and/or School Representative's School may bring against the other may only be brought in a court of appropriate jurisdiction located in the District of Columbia, and School Representative hereby consents and agrees to the jurisdiction of those courts for such purposes.

### **23. BACKGROUND CHECKS**

School Representative attests to have undergone background checks for criminal records consistent with the requirements of the school and/or school district, which are current and do not provide any reason to prohibit such School Representative from chaperoning Students in the Program.

### **24. CERTIFICATION**

School Representative certifies that all information on this form and any attachment is correct, and School Representative agrees to advise Close Up in writing of all changes to such information that might occur between now and the Program start date.

### **25. ELECTRONIC SIGNATURE**

This Enrollment Agreement may be executed, including by portable document format (PDF) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (including via [www.docusign.com](http://www.docusign.com) or other similar method) (an "Electronic Signature"), in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. For the avoidance of doubt, School Representative's Electronic Signature shall bind such School Representative to the terms of this Enrollment Agreement. The parties hereto agree that this Enrollment Agreement and any additional information incidental hereto may be maintained as electronic records. School Representative executing and delivering this Enrollment Agreement by Electronic Signature further agree to take any and all additional actions that are determined by Close Up to be necessary or advisable to evidence such School Representative's intent to be bound by the terms of this Enrollment Agreement.