

A DAY OF DELIBERATIVE DIALOGUE ADULT TERMS & CONDITIONS

This Enrollment Agreement is hereby entered into by and between Close Up Foundation (“Close Up”) , and the Participant (“Participant”) seeking enrollment with their School (“School”) through a designated School Representative (“School Representative”) and with their students (“Student”) in the selected Close Up program (the “Program”) with Overtown Youth Center (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.

AUTHORIZATION

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

CAPABILITY

Participant understands that the Program requires a level of education, maturity, and independence of Students. Participant 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.

RULES OF CONDUCT ON THE PROGRAM

Participant 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 this Enrollment Agreement, 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 Participant School; (c) not leaving the Program without prior written permission from Participant School and Close Up; (d) not violating Close Up’s Social Media Policy as set forth in this Enrollment Agreement; and (g) not possessing or using alcoholic beverages, illicit drugs, or firearms or weapons of any kind. Close Up also prohibits a Participant’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, Participant 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. Participant further agrees that in the event of any non-compliance with Close Up Rules of Conduct, Participant will be available to facilitate communication with a Student’s parent(s) and/or legal guardian(s) and Participant School. Participant 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).

SOCIAL MEDIA POLICY

Participants 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. Participants 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. Participants 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, Participant acknowledges and understands the Social Media Policy as set forth in this Enrollment Agreement 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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VALUABLES

Participant acknowledges that Close Up is 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, Participant 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. Participant 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, Participant 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. Participant will also advise Students that they may not record video of participants or staff without consent to do so while on the Program. Participant understands that failure to comply with either of these policies is considered a violation of the Close Up respect rule as set forth in this Enrollment Agreement.

PHOTOS AND LIKENESS

Participant 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 Participant and Student is enrolled in the Program. The parent(s) and/or legal guardian(s) of all Students 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 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 Participant's name, image or likeness. All Participants 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. Participant agrees to inform Students and their parent(s) or legal guardian(s) of this policy.

DAMAGES

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

MEDICAL

Participant understands that Close Up does not provide medical care to any Program participant (student or adult), and Participant 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 Participant 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, Participant 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 Participant or the Student. Participant will notify Close Up in advance of all medication that needs to be refrigerated. Close Up and its Partner cannot control or guarantee the contents of food products for lunch 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, Participant 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.

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If School Representative, Participant School, Participant or the district of Participant 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 Participant(s) to re-enroll, provided Close Up has available space in the Program, provided School Representative or such Participant(s) make(s) full payment at the time of re-enrollment, and provided School Representative or such Participant(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 Participants. Close Up reserves the right to issue a program credit in lieu of a money-back refund towards a future Close Up program.

INFECTIOUS DISEASE INHERENT RISK ACKNOWLEDGEMENT

Participant 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. Participant understands that they may touch shared surfaces with other adult participants and participate in indoor activities with Participants and Students. Participant 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 Participants, Students and other participating adults will follow all protocols set out in these recommendations.

PERMISSION, ASSUMPTION OF THE RISK AND RELEASE

Participant 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. Participant 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, Participant also understands that it is not possible for Close Up personnel to supervise all aspects of the Activities at all times. Participant 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 Participant voluntarily assumes and accepts such risks of personal injury and loss, illness, theft or damage of personal property arising from Participant or Students' participation in the Activities, jointly and severally on behalf of itself individually and on behalf of Student's School. Participant 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 Participant and/or Students may have for personal injuries or property damage, illness, loss or theft resulting from Participants' and/or Students' participation in the Activities. Participant 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. Participants 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 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. Participant acknowledges that all medical conditions which might affect a Student and/or Participant's participation in the activities have been fully disclosed in each Student's current medical authorization form. Participant agrees to inform Students and their parent(s) and/or legal guardian(s) of the above policy.

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APPROVALS

Participant has obtained all of the approvals needed to bring Students on the Program and has disclosed to Participant School's administration, if necessary, the honorariums Participants might be eligible to earn as a Close Up teacher, including an in-kind fellowship associated with Participant's participation in Close Up.

DISCLOSURE

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

ENTIRE AGREEMENT

This Enrollment Agreement represents the full and complete agreement between Close Up and Participant 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.

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 Participant 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 Participant or Close Up from enforcing any other provision of this Enrollment Agreement.

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.

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, Participant and/or Participant School may bring against the other may only be brought in a court of appropriate jurisdiction located in the District of Columbia, and Participant hereby consents and agrees to the jurisdiction of those courts for such purposes.

BACKGROUND CHECKS

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

CERTIFICATION

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