

DELIBERATION WORKSHOP TERMS & CONDITIONS

The Dwight-Englewood School (the “Host School”) and Close Up Foundation (“Close Up”) are pleased to share that they will be co-sponsoring A Day of Deliberation (the “Event”) that will be hosted at Dwight-Englewood School and will be facilitated by Close Up educators. While the Event is co-sponsored, the Event is operated and hosted by Dwight-Englewood School. In addition, the School (the “School”) and School Representative (“School Representative”) participating in the Event are ultimately responsible for the Students (“Participants”) while participating in the Event and all related travel.

School Representative hereby requests for their School and Participants to participate in the Program and agrees to these terms:

AUTHORIZATION TO PARTICIPATION

Participation in the Event, including travel to and from the event, is a voluntary activity. By accepting the terms below, the undersigned School Representative authorizes the School and Participants to register and participate in the Event. Understanding the nature of the Event, the school agrees to take all reasonable and necessary steps to prepare for Participants’ participation in the Event.

APPLICABLE POLICIES

As with any school-related activity, trip, or travel, the School’s policies and protocols apply. In addition, Close Up requires that Participants show respect at all times during the Event, including to other Participants, teachers, Host School staff, presenters, vendors, and in digital communications.

CAPABILITY

School Representative understands that the Event requires a level of education, maturity, and independence of Participants. School Representative confirms that the Participants 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 Event.

DISCLOSURE

By signing this agreement the School Representative acknowledges explicit permission and consent has been obtained, prior to participation, from the parents or guardians of Participants, in accordance with the Family Educational Rights and Privacy Act (FERPA), to share Participants’ name, email and/or other Personally Identifiable Information (PII) with Close Up employees or their designees and partners whenever helpful to performing their duties. School Representative further acknowledges s/he has explicit permission and consent from the parents or guardians of Participants to participate in a pre- and post-Event survey. All information collected in connection with these surveys is confidential.

ASSUMPTION OF RISK

By signing below, School Representative acknowledges that there are inherent risks with participating in the Event, such as the risk of loss or injury to persons or property. Inherent risks include: those associated with travel to, from, or during the Event, whether by air or land; activities away from the School; and potential exposure to communicable diseases. School acknowledges that, as with any activity in a public or semi-public location, there will be forces beyond Host School and Close Up’s control that may heighten the aforementioned risks. The School, on behalf of themselves and the Participants and Host School Representative(s), accept these risks and authorize the travel to, from the Event location and participation in the Event.

SOCIAL MEDIA POLICY

All attendees shall be respectful in all communications and blogs related to or referencing the Event and/or Close Up, Host School, its employees, partners and other Participants. Participants shall not use social media outlets, blogs or personal web sites to disparage the Program, partner, Host School, other Participants and/or Close Up staff. Participants shall not use social media outlets, blogs or personal web sites to harass, bully or intimidate other, Host School, 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.

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PHOTOS AND LIKENESS

School Representative acknowledges and understands that Close Up and the School requires the consent of the parent(s) and/or legal guardian(s) of all Participants for the use of, in any medium, without restriction or compensation, a Participant'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, Host School, or another partner to the Event. Such consent survives the term of this enrollment registration and serves as consent to use such material both during and after Participant is enrolled in the Event. The parent(s) and/or legal guardian(s) of 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 Participant, 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 Participant's name, image or likeness. The parent(s) and/or legal guardian(s) of all Participants 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 Participants and their parent(s) or legal guardian(s) of this policy. Additionally, by signing below, the signing party is affirming that they have received the Participant's parent(s) or legal guardian(s) consent and acknowledgement of this policy.

MISCELLANEOUS

This Form is governed by the laws of the District of Columbia. Therefore, any dispute arising out of this Form or the Student's participation in the Event shall be brought in a court of competent jurisdiction within the District of Columbia. Additionally, by signing below, the signing party is affirming that they have the authority to register the School. This registration may be executed in one or more counterparts, each of which will be deemed to constitute an original copy of the registration (and all of which, when taken together, will be considered one and the same agreement). Any email or other electronically delivered version of the signatures will constitute an original signature.

PAYMENT AND CANCELLATION POLICIES

School Representative understands and agrees that the \$1,200 is nonrefundable and nontransferable from the time of payment under any circumstances.

If School Representative, School, 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 Participant(s) to re-enroll, provided Close Up has available space in the Event, 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 and the Host School retains the right to modify, delay or postpone the Event as a result of unforeseeable events that are beyond their 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 Event as originally contracted. If Close Up or the Host School suspends or postpones the Event for any such reason, Close Up and the Host School will work with all impacted groups to reschedule to a new program date. If rescheduling is not an option, Close Up will work to maximize available refunds to School 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.

PERMISSION, ASSUMPTION OF THE RISK AND RELEASE

School Representative, individually and on behalf of School, understands and acknowledges the parent(s) and/or legal guardian(s) of all Participants must authorize and give permission for each Participant to attend and participate in all aspects of the educational experience and activities in the Event. School Representative, individually and on behalf of Participant School, understands and acknowledges that the Event will have adults participate in activities, who will attempt to exercise reasonable diligence to ensure the safety and well-being of all Participants during their participation; however, School Representative also understands that it is not possible for Close Up or Host School personnel to supervise all aspects of the activities at all times. School Representative, individually and on behalf of School, understands and acknowledges that there are inherent risks of serious personal injury and

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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 Participants' participation in the activities, jointly and severally on behalf of itself individually and on behalf of School. School Representative, individually and on behalf of School, releases Close Up and its affiliated entities, and their respective Board of Directors, Executive Officers, volunteers, employees, agents and Host School from all claims, liability and damages that School Representative and/or Participants may have for personal injuries or property damage, illness, loss or theft resulting from Participants' participation in the activities. School Representative, individually and on behalf of School, 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 Host School; however the release does not apply to liability for gross negligence, willful injury, or fraud, and is not intended to release the Event and its affiliated entities' insurers, if any, or non-agent third parties of any responsibility for any claims that may otherwise be asserted. Parent(s) and/or the legal guardian(s) of Participants 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 Participant's return home as well as for other services related to the special or emergency needs of a Participant. School Representative jointly and severally represents, individually and on behalf of School, that all medical conditions which might affect a Participant's participation in the activities have been fully disclosed to Close Up and its Host School. School Representative, individually and on behalf of School, agrees to inform Participants and their parent(s) and/or legal guardian(s) of the above policy.