

BALL STATE UNIVERSITY ADULT TERMS & CONDITIONS

This Enrollment Agreement is hereby entered into by and between Close Up Foundation (“Close Up”) and the adult identified in the Close Up Enrollment Form (the “Participant”) for enrollment in the Ball State University Civic Immersion Experience (the “program”). In consideration for enrollment of the adult by Close Up, the undersigned adult acknowledges and agrees to comply with and be bound by the terms and conditions of the program as outlined below:

1. ENROLLMENT AND REGISTRATION

Participant understands that in order to participate in the program, an enrollment form has to be completed.

2. CANCELLATION POLICY

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 vendors to maximize available refunds. Close Up reserves the right to issue a program credit in lieu of a money-back refund towards a future Close Up program.

3. GENERAL TRANSPORTATION AND PROGRAM SERVICES TRAVEL INFORMATION AND OTHER CHARGES

Close Up does its best to provide the most direct route to Participant’s destination city. However, due to available flight routings, Close Up cannot guarantee nonstop or direct flights. Close Up is not able to pre-assign seating. Seat assignments will be provided upon check-in. Close Up is only able to book roundtrip flights to and from the same destination. If a Participant would like to return to a different location, such Participant is responsible for the associated costs of the one-way ticket including, but not limited to, the difference in fare and/or service fees of Close Up, and must also arrange transportation to the airport at Participant’s own expense. No changes to the departure airport are allowed within 45 days of the Program’s start date. Close Up is not responsible for airline schedule changes or mechanical-, weather-, or capacity-related flight or train delays. Further, Close Up contracts with airlines and Amtrak in advance of the Program date in order to ensure that Participants can get tickets for the dates of the Program. Participant understands and agrees that Participant must pay baggage, boarding or other extra fees at the airport and directly to the airline, as applicable. Participant further understands and acknowledges that Close Up is not responsible for name change and/or other nonessential fees unless otherwise agreed to with Close Up in advance. In the event of a missed flight, cancellation or layover, Close Up will use reasonable efforts on a case by case basis to coordinate with the Participant regarding travel accommodations.

AIRLINE RESERVATION SERVICES

Participant understands that Close Up, in purchasing, selling, or otherwise arranging airline transportation, is acting only as an agent with the airline carriers, who are independent contractors. Close Up is not liable or responsible for any accident, death, personal injury, illness, property damage, delay, or other loss or expenses of any nature arising out of any act of God or failure for an airline carrier to provide services. Airline tickets purchased through Close Up constitutes a contract between Participant and the airline carrier. Close Up is not liable for, and does not assume responsibility or accept claims with regard to: seat assignments, schedule changes, voluntary flight changes, missed connections, cancellations, claims for a refund or reimbursement of airline ticket fees, or any other loss or expense incurred by the passenger for any reason (including without limitation to airline bankruptcy, insolvency, or reorganization of a carrier). Close Up airline services must be purchased in conjunction with the Program. It is Participant’s responsibility to confirm flight information 24 hours prior to departure and be aware of any changes made by the airline carrier.

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MODIFICATION TO TRAVEL TERMS AND CONDITIONS

Close Up reserves the right to correct any errors or omissions in its published materials and to amend these Travel Terms and Conditions at any time. All amended Travel Terms and Conditions shall automatically be effective upon being posted by Close Up to its website CloseUp.org. Participants should check their accounts at CloseUp.org prior to travel to ensure they are up to date on any changes.

CLOSE UP RESPONSIBILITIES - LIMITS

Close Up aims to give each of the Program Participants the best possible customer service and attention. Participants should be aware that, in arranging transportation (including train and/or airline transportation), restaurants, hotels, and other accommodations or any other service, Close Up and its employees, booking agents, suppliers, and affiliates are acting only as an agent for the Participant. Close Up assumes no liability or responsibility for any accident, death, personal injury, illness, property damage, delay, or other loss or expense of any nature. All airline carriers, motor coach companies, hotels, restaurants, museums, or other persons and/or suppliers providing services to Close Up for the Program are independent contractors.

SUPPLIER AGREEMENTS

Close Up does not own, manage, control, run, or operate any transportation (including airline carriers and motor coach companies), hotel, restaurant, or any other supplier of services connected to the Program. All Program services are subject to the terms and conditions specific to the supplier of such service and to the laws in which the services are supplied.

4. TRAVEL INSURANCE

Close Up strongly recommends that each Adult Participant purchase a Travel Protection Plan by clicking this link, [Close Up Travel Protection | Powered by battleface](#). This will help protect against cancellations, delays, and other travel-related issues, including a medical emergency while on the trip. To ensure that Adult Participant(s) qualify for the full benefits of this plan and to purchase the Cancel For Any Reason Benefit (not currently available to residents of NY), the Travel Protection Plan should be purchased within 15 days of your initial trip payment or deposit. A participant may elect to purchase [Close Up Travel Protection | Powered by battleface](#) up to the day before the trip begins, but coverage is limited.

Please click [here](#) to visit battleface's website and purchase the Travel Protection Plan. Adult Participant will need to enter STATE OF RESIDENCE, TRIP COST, BIRTHDATE, TRAVEL DATES and DESTINATION for each traveler covered. They will then be quoted for base coverage and be presented with options for additional coverage at an increased rate. Then enter the traveler details before proceeding to payment.

5. PHOTOS & LIKENESS

I consent to the use of, in any medium, my name, likeness, audio, video, photograph, or quotes, including posting the same on Close Up's website or social media. I understand and consent to this use of social media by and with me.

6. BACKGROUND CHECKS

I attest that I have undergone a background check for criminal records consistent with the requirements of my school or district.

7. WEAPONS & FIREARMS

I understand that the possession or use of a firearm or any other dangerous weapon by me or any participant on any component of or activity related to the program is strictly prohibited.

8. VALUABLES

Participant acknowledges that Close Up and its vendors are not liable for any lost or stolen personal items. Therefore, Participants assume any risk should a Participant choose to bring valuables to the program.

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9. DAMAGES

Participant assumes liability and full responsibility to pay for any and all damage to Close Up property or property of any Close Up vendors such as hotels, restaurants, or seminar rooms while on the program. Hotel damage includes, but is not limited to, cleaning charges for Participant's room in which there has been smoking as determined by the hotel. Participant will pay any and all charges for damage caused by Participant in accordance with the damaged vendor'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 Close Up vendor.

10. 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 Participants may touch shared surfaces and participate in both indoor and outdoor activities with other adults and Participants. Participant understands and acknowledges 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 adults and Participants will follow all protocols set out in these recommendations.

11. PERMISSION, ASSUMPTION OF THE RISK AND RELEASE

Participant releases Close Up and its affiliated entities, and their respective Board of Directors, Executive Officers, volunteers, employees and agents from all claims, liability and damages that Participants may have for personal injuries or property damage, loss or theft resulting from Participants' participation in the program. 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, Partner, and its affiliated entities, and their respective Board of Directors, Executive Officers, volunteers, employees and agents; 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. Participant agrees to reimburse and indemnify Close Up, Partner, 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. Participant also agrees that Close Up has the right to substitute transportation and change activity itineraries as it deems appropriate.

12. HOTEL CHECK-IN (IF APPLICABLE)

Participant understands that it must register at the hotel with Close Up staff upon arrival to the program. Hotel rooms may not be ready until 6:00 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.

13. CREDIT CARD OR BANK ACCOUNT DEBIT CERTIFICATION AND AUTHORIZATION

By registering as a Participant in the program, Participant 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.

14. DISCLOSURE

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

15. ENTIRE AGREEMENT

This Enrollment Agreement represents the full and complete agreement between Close Up, its Partner, 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.

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16. 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, its Partner 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, or its Partner from enforcing any other provision of this Enrollment Agreement.

17. 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.

18. 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, its Partner, or Participant 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.

19. 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.

20. ELECTRONIC SIGNATURE

This Enrollment Agreement may be executed, including by portable document format (PDF) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including via 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, Participant's Electronic Signature shall bind such Participant 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. Participant 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 Participant's intent to be bound by the terms of this Enrollment Agreement.