

# 2024 TERMS & CONDITIONS FOR VIRTUAL PARTICIPANTS

This Agreement is hereby entered into by and between Close Up Foundation (“Close Up”) and the parent(s)/guardian(s) identified in the Close Up Student Enrollment Form who have authority to enter into this Agreement (the “Parents”) for the student seeking enrollment (“Participant”) in a virtual program experience (the “Program”). In consideration for enrollment of Participant by Close Up, the undersigned Parents acknowledge and agree to comply with and be bound by the terms and conditions of the Program as outlined below:

## 1. RULES OF CONDUCT ON THE PROGRAM

Participant shall show respect at all times during the Program, including to students, teachers, Close Up staff, presenters, vendors, and digital communications. By signing this Agreement, Parents acknowledge and agree that Close Up reserves the right, in its sole and exclusive discretion, to expel or otherwise discipline any Participant 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.

## 2. PARTICIPATION

The Program will be conducted using online platforms, including the Deliberative Democracy Lab at Stanford University’s deliberative polling platform and Zoom, and Participants may be required to accept additional terms and conditions associated with their use. While Close Up will follow the recommended guidelines, it is not responsible for unapproved and/or unsolicited interference. The Participant releases and indemnifies Close Up and its partners from any and all claims by third parties or the Participant in connection with any interference.

## 3. PARTICIPANT PHOTOS AND LIKENESS

Parents consent to the use of, in any medium, without restriction or compensation, 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 or another partner to the Program, including but not limited to, the Deliberative Democracy Lab at Stanford University, the Neely Center at the University of Southern California, and the Generation Lab (the “Program Partners”). Such consent survives the term of this Agreement and serves as consent to use such material both during and after the Program. Parents 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. Parents will not hold Close Up liable for any damages resulting from the lawful use or non-use of such material.

## 4. 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 scheduled.

## 5. COST OF PARTICIPATION IN COURT OR OTHER LEGAL PROCEEDINGS

If, as a result of Close Up’s relationship with Participant or other persons interacting with Close Up and/or the Close Up community by virtue of their relationship with Participant, Close Up or any member of its staff is required to testify, provide information for, or otherwise participate in a legal dispute to which Close Up is not a party, Close Up shall be entitled to recover from Parents any and all of its attorneys’ fees and costs incurred in such legal action and costs incurred by Close Up as a result of the collection of documents; coverage of faculty, staff, or others absent from classrooms or other Program responsibilities; or other associated costs.

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## 6. PERMISSION, ASSUMPTION OF THE RISK, AND RELEASE

Parents authorize and give permission for Participant to attend and participate in all aspects of the educational experience and activities in the Program. Parents release Close Up and its affiliated entities, and their respective Boards of Directors, Executive Officers, volunteers, employees, and agents, from all claims, liability, and damages that Parents and/or Participant may have for personal injuries or property damage, loss, or theft resulting from Participant's participation in the Activities. Parents agree that this release includes personal injury or loss, 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 Boards 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.

## 7. DISCLOSURE

Parents authorize Close Up to share all information on Participant's application with Close Up employees or their delegates whenever helpful to performing their duties.

## 8. STUDENT SURVEY

By signing this Enrollment Agreement, Parents authorize Participant to participate in the mandatory Pre- and Post-Survey conducted by the Deliberative Democracy Lab at Stanford University. All information collected in connection with these surveys is confidential.

## 9. ENTIRE AGREEMENT

This Agreement represents the full and complete agreement between Close Up and Parents regarding Participant's 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 Agreement.

## 10. ENFORCEABILITY/SEVERABILITY

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

## 11. NO AMENDMENT

This 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.

## 12. CHOICE OF LAW PROVISION

This 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 or Parents may bring against the other may only be brought in a court of appropriate jurisdiction located in the District of Columbia, and Parents hereby consent and agree to the jurisdiction of those courts for such purposes.

## 13. CERTIFICATION

Parents certify that all information on this application and any attachment is correct, and Parents agree to advise Close Up in writing of all changes to the information that might occur between now and the Program's start date.

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### **14. PARTICIPANTS THE AGE OF 18 OR OLDER**

If Participant is the age of 18 or older at the time of signing this Enrollment Agreement, Participant agrees to comply with and be bound by all the aforementioned terms and conditions outlined above.