

## A DAY OF DELIBERATIVE DIALOGUE STUDENT TERMS & CONDITIONS

This Enrollment 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 Enrollment Agreement (the “Parents”) for the student seeking enrollment (“Participant”) in the applicable Close Up program (the “Program”) with Overtown Youth Center (the “Partner”). 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:

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

### **CAPABILITY TO PARTICIPATE**

Parents understand that the Program will require Participant to interact with students and Close Up staff in a variety of settings. Participant will engage in structured academic activities with students who may be from other schools.

It is the responsibility of Participant to follow instructions on the meeting time and location. Participant is willing and able to meet these obligations, to treat everyone with respect, and to follow Close Up’s Rules of Conduct as set forth in this Enrollment Agreement at all times.

### **RULES OF CONDUCT ON THE PROGRAM**

Participant shall: (a) show respect at all times during the Program, including to students, teachers, Close Up staff, presenters, vendors, and digital communications; and (b) participate in all scheduled Program activities unless previously excused by Close Up. Participant shall not: (a) leave the Program or have visitors without prior written permission from Parents and Close Up; (b) violate Close Up’s Social Media Policy as set forth in this Enrollment Agreement; or (c) possess or use alcoholic beverages, illicit drugs, or firearms or weapons of any kind. Close Up also prohibits 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, 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. If Participant is expelled from the Program, Parents authorize Close Up to send Participant home at the sole expense of Parents.

### **SOCIAL MEDIA POLICY**

Participant shall be respectful in all communications and blogs related to or referencing the Program and/or Close Up, its employees, Partners and other Participants. Participant shall not use social media outlets, blogs or personal web sites to disparage the Program, Close Up, other Participants and/or Close Up staff. Participant 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. Close Up may use the mobile application MobileServe to interact with Participant regarding content related to the Program. By signing this Enrollment Agreement, Parents understand and consent to this use of social media.

### **VALUABLES**

Participant is advised to leave valuables at home. It is expected that Participant will share meeting space with students from other schools and communities. Close Up and its Partner is not liable for lost, stolen or damaged items or for any use of personal property, such as Participant’s cell phone, even if such use is by other Program participants.

### **CELL PHONES AND ELECTRONIC DEVICES**

Parents and Participant understand that the Program depends on groups of students working together in various learning environments and that the use of cell phones, tablets, and/or other similar devices during such times interferes with learning

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opportunities. Thus, Participant shall turn off their cell phone, tablet, and/or similar devices when requested by their Close Up instructor or Program leader. In addition, Participant may not record video of participants or staff without consent to do so while on the Program. 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.

### **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. Such consent survives the term of this Enrollment Agreement and serves as consent to use such material both during and after Participant is enrolled in 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.

### **DAMAGES**

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

### **MEDICAL**

Parent understands that Close Up does not provide medical care to any Program participant. Participants are not required to have health insurance in order to participate in the Program. Close Up will make every reasonable attempt to contact Parents in the event of a medical emergency. If Participant, in the opinion of Close Up or its delegate, needs medical consultation or treatment, Parents authorize such consultation or treatment and authorize release of information as deemed necessary to treat Participant and to assist with related insurance matters. Parents and Participant agree to hold harmless Close Up and its delegates in connection with the provision of any such consultation or treatment administered to Participant during the Program. Parents authorize all medical providers to bill their insurer directly using the information included in the health insurance card Parents provided.

### **MEDICATION AND DIETARY NEEDS**

Participant is responsible for their recurring medical treatments and medication without Close Up supervision. All medications, injections, or other treatments must be monitored and administered by Participant. Parents will notify Close Up in advance of all medication that needs to be refrigerated. Parent understands Close Up and its Partner cannot control or guarantee the contents of food products during Program. Participants with dietary allergies are ultimately responsible for inspecting all food for ingredients related to the allergy. Further, Parents understand that Close Up does not provide medical care, but that Close Up will help Participant get access to quality medical care should Participant require it while in the Program.

### **AUTHORIZATION FOR SEARCH AND RETENTION**

Parents authorize and give permission to Close Up to 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 Participant'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.

### **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

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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.

### **CANCELLATION POLICIES**

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.

### **INFECTIOUS DISEASE INHERENT RISK ACKNOWLEDGEMENT**

Parents understand and acknowledge that there is an inherent risk of exposure to infectious diseases during travel and in any public place where other people are present. Parents understand that Participant may touch shared surfaces and participate in indoor activities with other participants. Parents understand and acknowledge 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 Participants and other participating adults will follow all protocols set out in these recommendations.

### **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 understand that the Program will have adults participate in Activities, who will attempt to exercise reasonable diligence to ensure the safety and well-being of Participant during their participation; however, Parents also understand that it is not possible for Close Up personnel to supervise all aspects of the Activities at all times. Parents understand that there are inherent risks of serious personal injury and loss, illness, theft or damage of personal property involved in some Activities, and Parents voluntarily assume and accept such risks of personal injury and loss, illness, theft or damage of personal property arising from Participant's participation in the Activities. Parents release 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 Parents and/or Participant may have for personal injuries or property damage, illness, loss or theft resulting from Participant's participation in the Activities. Parents agree 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 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. Parents 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 Participant's return home as well as for other services related to the special or emergency needs of Participant. Parents represent that all medical conditions which might affect Participant's participation in the activities have been fully disclosed to Participant's teacher coordinator for the Program. Parents also agree that Close Up has the right to substitute and change activity itineraries as it deems appropriate.

### **DISCLOSURE**

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

### **STUDENT SURVEY**

By signing this Enrollment Agreement, Parents authorize Participant to participate in a pre- and post-Program survey. All information collected in connection with these surveys is confidential.

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### **ENTIRE AGREEMENT**

This Enrollment 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 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 Parents 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 Parents 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 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.

### **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.

### **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. If Participant, in the opinion of Close Up or its delegate, needs medical consultation or treatment, Participant further authorizes such consultation or treatment and authorizes release of information as deemed necessary to treat Participant and to assist with related insurance matters. Participant authorizes all medical providers to bill its insurer directly.

### **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](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, the Electronic Signature of Parents and/or Participant shall bind such Participant and/or Parents 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. Parents and/or any 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 the intent of such Parents and/or Participant to be bound by the terms of this Enrollment Agreement.