



Thank you for your interest in Memories for Kids. We are honored to work with your family and look forward to creating a special memory for you that will help you take a break from your cancer diagnosis and have fun together. We review each memory request as quickly as possible and will make every effort to create a special memory or keepsake for your family. Please do not share the application with your children at this time. It's a fun surprise for your children when the memory is presented to everyone.

Mission: Memories for Kids creates memories for the children who have a parent with Stage IV cancer. We rely on the generosity of our supporters and donors to fulfill our mission.

Please include a photograph and personal letter with your paperwork.

Photograph: It may include additional family members, pets, etc. May include more than one picture. Please identify those pictured.

Letter: Your letter should share your cancer journey and specifically identify the type of cancer you are battling. Clearly describe the type of memory you would like to create and why.

WHO'S ELIGIBLE?

Memory recipients...

- Must have Stage IV cancer or similar as designated by your oncologist.
- Must have at least one child under the age of 18 in the home at the time of referral.
- Must be able to communicate the wish and actively participate in the memory experience, unless Memories for Kids is creating a keepsake item.
- Must be a legal resident of Nebraska or Western Iowa at the time of referral.

WHAT'S THE MEMORY PROCESS?

- After completing the application paperwork, return by mail to Memories for Kids at the address on the paperwork or scan and return by email to info@memoriesforkids.org. Please contact Memories for Kids if you need assistance completing the paperwork.
- Once the application is received by Memories for Kids, a representative from Memories for Kids will contact you to schedule a get to know you meeting. This meeting is adults only.
- After the initial meeting, Memories for Kids will coordinate dates if necessary and work to create a special experience for your family.
- Once the memory is planned, Memories for Kids will contact you to schedule a time to present the plan to the entire family.

WHAT DO I NEED TO BE ABLE TO TRAVEL?

- Memories involving overnight, or airline travel require that you have a valid driver's license or a government-issued photo identification and a MAJOR CREDIT CARD. You must have a major credit card to be eligible to rent a car.
- YOU NEED YOUR DOCTOR'S APPROVAL. Travel memories will require your doctor to sign our medical authorization form.
- TRAVEL MEMORIES MUST BE SAFE AND REALISTIC FOR THE TRAVELER AND REALISTIC FOR MEMORIES FOR KIDS TO FULFILL. We will not consider memories outside the 48 contiguous United States including cruise requests.

WHAT IS INCLUDED IN A TRAVEL MEMORY NEEDING ACCOMMODATIONS AND HOW LONG CAN I BE AWAY?

Travel-related memories needing accommodations last **NO MORE THAN 3-4 NIGHTS** and **ARE NOT ALL-INCLUSIVE**. You may be responsible for your own spending money to cover general fees and taxes, gas, souvenirs, tips, meals and other incidentals. We do our best, however, to provide transportation, meals, hotel accommodations, activity passes, etc. If you would like to extend the length of your stay, you may arrange that with Memories for Kids Travel Agent and pay for all related expenses.

WHO CAN TRAVEL WITH ME?

- Memories for Kids will provide for the memory recipient and his or her immediate family members. This includes all children residing in the home, spouse or significant other OR an adult care giver.
- If the memory recipient wants grandchildren or other relatives or friends to accompany them on the trip, the family is responsible for making those arrangements and payment for the additional accommodations, meals, etc. Memories for Kids discourages this as the time should be devoted to you and your children.

HOW ARE AIRLINE TICKETS HANDLED?

- For memories requiring air travel, we must raise the funds and/or obtain donated frequent flyer miles. Family and friends are encouraged to donate miles online or by contacting us at 402.889.5797.
- If frequent flyer miles cannot be raised in time, flights may be purchased if funding allows. If funding is unavailable, the family may purchase the flights.
- ALL MEMORY RECIPIENTS FLY ECONOMY CLASS.
- All flights are booked at least 14 days in advance in order for us to get the best prices on purchased tickets. Travelers must be flexible on their requested travel dates and times.

HOW IS CAR RENTAL HANDLED?

- Car Rental reservations will be made in the name of the Memories for Kids Memory Recipient.
- In order to rent a car, Memory Recipient will need a major credit card in the name of the person who will be the designated driver. All drivers must be at least 25 years of age and listed on the rental car company agreement.
- The Memory Recipient will be responsible for all charges at the time of the reservation and rental. Memories for Kids recommends purchasing insurance directly from the rental car company. Memories for Kids is not responsible for any charges incurred due to an accident, damage or in violation of any agreement with the rental car company.
- The Memory Recipient shall request an itemized receipt from the rental car company when the rental car is returned.
- The itemized charges shall be submitted to Memories for Kids. Memories for Kids shall then reimburse the Memory Recipient. Please submit the receipt to info@memoriesforkids.org, text 402-889-5797 or mail to P.O. Box 540216 Omaha, NE 68154-0216

WHAT IF I REQUIRE SPECIAL MEDICAL ASSISTANCE?

- Because we are not a medical foundation, WE CANNOT ASSIST WITH MEDICAL NEEDS SUCH AS AIR AMBULANCE TRANSPORTATION, OXYGEN, MEDICAL EQUIPMENT, TREATMENTS, NURSES AND AIDES.
- All medical assistance should be prearranged by your medical provider. This includes oxygen, wheelchairs, scooters, etc.
- We cannot arrange or provide for hospice care away from home, dialysis treatments, or nursing care while you are away.
- Should a memory recipient encounter a medical emergency while traveling we cannot assist with ambulance transportation, emergency room visits or hospital admissions. We cannot incur any additional costs deemed necessary for family members should their visit need to be extended while the memory recipient is hospitalized or with further arrangements if death should occur.

HOW LONG DOES IT TAKE TO PROCESS A MEMORY REQUEST?

- The verification process of your application may take up to four (4) weeks. Please make sure your application is complete and everything required has been submitted (please refer to checklist provided). Missing information will delay or halt your application.
- All aspects of each memory are subject to Memories for Kids Board approval.
- Please keep in mind - Memories for Kids reserves the rights to its sole and absolute discretion to cancel/change preparation or fulfillment of the Memory at any time after signing the Agreement. Please ensure the information provided is true and correct.



Step 5 – Liability Release and Publicity Authorization Form

**Memories For Kids
Liability Release and Publicity Authorization Form**

Memories For Kids and Participants hereby irrevocably authorize Memories for Kids: (a) to publicize and use Recipients’ and all Participants’ (“Participants”) likenesses, voices and features, with or without their names, for any publication, promotion, trade, business use, or any other purpose whatsoever; (b) to photograph, videotape, film, and record Recipient and Participants in any manner Memories For Kids chooses; (c) to copyright, convey or otherwise distribute, now or in the future, any such material involving the Recipient and Participants for any purpose to anyone, including the general public, magazines, newspapers, television, radio stations, all social media platforms or anyone else; (d) to publicize, now or in the future, the names of the Recipient and Participants including information regarding them, their physical or emotional conditions and the details of any memory granted.

The Recipient and each of the Participants agrees that it is not necessary for Memories for Kids or anyone else to contact them prior to releasing any information authorized by this document. Each of the Participants hereby releases Memories for Kids from all liability, damages, or claims of any kind resulting in or from, or arising from the use, distribution or disclosure of any photographs, films, videotapes, electronic recording or other information regarding Participants and the memory.

The Memory Recipient and Participants acknowledge reading and understanding this LIABILITY RELEASE AND PUBLICITY AUTHORIZATION prior to signing it. For any minor Participants, the signature of their parent or guardian is both on behalf of the parent or guardian and on behalf of the minor. Each Participant agrees that no modification of this Release has been made orally or in writing and this release accurately and fully expresses the understanding of the Memory Recipient and each of the Participants.

IMPORTANT:

By signing below, you affirm and acknowledge that you have read this Agreement, have retained a copy, and fully understand its provisions. All Participants must sign Agreement. Parent or guardian sign for children under 18.

Memory Recipient: _____ Date: _____

Memory Participant: _____ Date: _____

Memory Participant: _____ Date: _____

Memory Participant: _____ Date: _____

Memory Participant: _____ Date: _____

Memory Participant: _____ Date: _____

Memory Participant: _____ Date: _____



Step 6 - Memory Agreement

Please initial where indicated following each item below:

1. Granting of memory. Memories For Kids agrees to pursue the fulfillment of the Memory of the person named above ("Recipient") in accordance with the terms and conditions of this Agreement. Memories For Kids reserves the right in its sole discretion, to decide if a memory will be granted. *Memories For Kids assists with memory requests for memory Recipient and immediate family members or caregiver – such as a spouse, significant other, caregiver, mother, father and children. At least one child must be under the age of 18 at the time of the memory request. _____
2. Permission to disclose medical condition. The Recipient grants Memories for Kids the right to disclose the nature of his/her medical condition to the extent necessary in the fulfillment of the memory. Furthermore, the Recipient grants Memories for Kids permission to obtain medical information about the recipient which Memories for Kids may feel necessary for fulfillment of the memory and authorize all physicians and medical care providers to provide Memories for Kids with all medical information. _____
3. Relatives/Friends. No person may accompany the Recipient during any portion of the Memory fulfillment, unless specifically agreed to in writing between Memories for Kids and memory Recipient. _____
4. Waiver. The Recipient and all participants hereby waive any and all rights he or she may have or may hereafter acquire against Memories for Kids, its officers, directors, agents, and employees arising out of any injury, damages, or losses suffered by the Recipient, and all participants, arising out of or in any way related to Memories for Kids preparation, execution or fulfillment of the memory, regardless of whether such loss or harm is caused by the active, passive or gross negligence of Memories for Kids or any other person. _____
5. Release. Recipient, and all participants, together, and each of them individually, does hereby forever release and remiss Memories for Kids, its officers, directors, agents, and employees from any and all claims, lawsuits, damages, or losses arising out of or in any way related to Memories for Kids preparation, execution or fulfillment of the memory, any injury, damages, or losses suffered by Recipient or participants, or any of them of whatever nature, and of whatever extent, regardless of whether such loss or damage is caused by the active, passive or gross negligence of Memories for Kids or any other person. _____
6. Indemnity. Recipient, and all participants, together and each of them individually, hereby agree to indemnify and hold harmless Memories for Kids, its officers, directors, agents, and employees of and from any and all losses suffered by Memories for Kids, its officers, directors, agents, and employees as the result of any claim, lawsuit, or action arising out of or relating in any manner to Memories for Kids' preparation, execution and fulfillment of the memory, or to breach by Recipient, and all participants of the representations and warranties contained in paragraph 6 of this agreement. Said hold harmless and indemnity includes, but is not limited to, reasonable attorneys fees and costs incurred by Memories for Kids, its officers, directors, agents, and employees in retaining attorneys of Memories for Kids' choice to defend any and all such claims, lawsuits, and actions. _____
7. Memory expenses. The expenses Memories for Kids has agreed to pay for are those foreseeable and directly related to the fulfillment of the Memory. Memory Recipient, relatives or friends, together understand that they may be forced to incur substantial expenses as a result of unforeseen events or circumstances beyond Memories for Kids' control, especially if fulfillment of the Memory involves travel. Memories for Kids shall not have any responsibility or liability for expenses incurred by Recipient, relatives or friends which have not been expressly assumed by Memories for Kids pursuant to this Agreement, which have been caused by unforeseen events, or circumstances beyond Memories for Kids' control. For example, a particular Memory may contemplate Memories for Kids paying for certain specific expenses for a specific period of time while Recipient is traveling away from home. If Recipient's medical condition deteriorates so that immediate hospitalization is necessary, Recipient may be forced to remain away from home longer than the period of time contemplated by the wish. In that event, it will be the sole responsibility of the Recipient to pay for all expenses in excess of those for which Memories for Kids has agreed to pay, whether medically-related, for meals and lodgings, including hospitalization, or for other goods, or services of any nature. If death occurs during memory, Memories for Kids is unable to assist in any way. _____
8. Fundraising. As a participant in Memories For Kids program, if needed, a campaign may be undertaken in your community, with your prior approval, to raise funds and/or Frequent Flyer Miles to fulfill the Memory. Money raised will be used for your memory up to a maximum allocation as described in item 7. Funds or Miles raised above the allocation for your memory may be used for other future memories or any other purpose determined in the sole and absolute discretion of Memories for Kids. _____
9. Representations and warranties. Recipient, relatives or friends together and each of them individually, make the following representation and warranties to Memories for Kids:
 - (a) they have made a true and full disclosure of medical condition to Memories for Kids;
 - (b) they will notify Memories for Kids if and when Recipient's medical condition should deteriorate at any time prior to fulfillment of the Memory;



(c) they will notify Memories for Kids if at any time during the memory fulfillment process they move and are no longer residents of Nebraska or Iowa,

(d) they are carrying, or during the fulfillment of the Memory shall be carrying, full medical insurance, including any additional coverage which may be required as a result of the Memory to be fulfilled, or that they assume the risk and personal responsibility of failing to carry adequate medical insurance;

(e) if fulfillment of the Memory involves travel, they are able to bear the financial burden of potentially substantial expenses which they may incur as a result of unforeseen circumstances or events beyond Memories for Kids' reasonable control (more fully explained in Paragraph 7), and Recipient and Participants assume the risk and personal responsibility for such expenses (including all expenses incurred above and beyond the costs and expenses specifically assumed by Memories for Kids);

(f) Recipient has not previously been granted a memory by Memories for Kids or another charitable wish granting organization; and

(g) in requesting Memories for Kids to fulfill the Memory, the memory Recipient is not relying upon nor have they received any counsel or advice from Memories for Kids with respect to the advisability of or the risks attendant to the memory. _____

10. Termination of Memory. Memories For Kids reserves the right, in its sole and absolute discretion, to abort preparation or fulfillment of the memory at any time after the signing of this Agreement, if Memories for Kids should determine that

(a) fulfillment of the memory will endanger the health and safety of Recipient or of others,

(b) the Recipient is or will be incapable of appreciating or utilizing the goods, services, or activities related to the memory and or

(c) events or circumstances render it impractical, imprudent, or inadvisable to fulfill or continue to fulfill the Memory or

(d) the Recipient has moved and is no longer a resident of Nebraska or Iowa, or

(e) Recipient and any participants have breached any of the representations and warranties contained in Paragraph 8 of this Agreement.

(f) Information provided is not true and correct.

In the event Memories for Kids aborts preparation, or fulfillment of the memory, Recipient, or any participants agree that Memories for Kids shall not be held liable or responsible for any expenses that Recipient, or any participants may have incurred in contemplation of Memories for Kids' fulfilling the memory. _____

11. Further Assurances. Recipient, and all participants agree that he or she shall, at the request of Memories for Kids, execute and deliver to Memories for Kids all further documents that Memories for Kids deems necessary or appropriate in order to prepare, execute and fulfill the memory. _____

12. Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to be an original. _____

13. Amendment. This Agreement shall not be modified or superseded, except by a writing executed by the parties. _____

14. Governing law. The laws of the state of Nebraska shall govern this Agreement. _____

15. Binding effect. This Agreement is binding on all heirs, successors, representatives, and assigns of all parties hereto. _____

16. Severability. If any portion of this Agreement shall be determined to be invalid or unenforceable, all other portions shall remain valid and enforceable. _____

17. Entire agreement. This Agreement constitutes the entire Agreement and understanding of the parties with respect to the transaction contemplated hereby, and supersedes all prior agreements, arrangements and understandings related to the subject matter. No representation, promise, inducement or statement of intention has been made by any of the parties hereto not embodied in this Agreement and no party shall be bound by or liable for any alleged representation, promise, inducement or statements of intention not set forth or referred to herein. _____

18. Captions. The Captions appearing in this Agreement are for convenience and ease of reference only. They in no way describe, limit or extend this Agreement or any of its provisions. _____

19. Grant of Right of Publicity. PARTICIPANTS UNDERSTAND AND AGREE THAT FULFILLMENT OF THE MEMORY MAY RESULT IN PUBLICITY, WHETHER OR NOT MEMORIES FOR KIDS ACTIVELY TAKES STEPS TO PUBLICIZE THE MEMORY. _____

20. I understand that I must provide pictures to Memories for Kids following my memory. _____

Signature: _____

Date: _____



Creating lifelong memories for children who have a parent with stage IV cancer.

HIPAA FORM

Authorization for Use/Disclosure of Protected Health Information

TO: _____
(Physician)

(Physician's Address)

(Physician's Telephone Number)

RE: _____
(Patient - Print Name Legibly)

(Patient's Date of Birth)

I authorize the use and disclosure to Memories for Kids of protected health information about Patient as described below:

Information that may be used/disclosed: All protected health information relating to Physician's assessments of:

- (a) whether Patient is medically eligible for Memory Foundation services; and
- (b) if so, whether his/her desired wish is medically appropriate. In addition, Physician is authorized to fill out, sign and provide to Memories for Kids forms that Memories for Kids may require, including forms relating to Patient's medical eligibility, the requested wish and medical considerations relating thereto.

Persons authorized to use/disclose the information: The Physician identified above, as well as his/her authorized representatives.

Persons authorized to receive the information: Board Members or other authorized representatives of: Memories for Kids, P.O. Box 540216, Omaha, NE 68154, (402) 889-5797, memoriesforkids.org

Purpose for which information will be used/disclosed: To enable Memories for Kids to obtain:

- (a) physician's assessments regarding whether Patient is medically eligible to have a memory granted by Memories For Kids and, if so, whether the requested wish is medically appropriate; and
- (b) pertinent information relating thereto.

Expiration date/event: This authorization expires once Patient's memory has been granted by Memories for Kids or a final determination has been made that Patient is not eligible to fulfill a memory.

Statements required by HIPAA: In accordance with the Health Insurance Portability and Accountability Act, I acknowledge the following:

- (a) I understand that I may revoke this authorization at any time by so notifying Physician in writing, except to the extent that action has already been taken in reliance on the authorization;
- (b) I understand that if the person/entity that receives the information described above is not a healthcare provider or health plan covered by federal privacy regulations, such information will no longer be protected by these regulations and could potentially be re-disclosed by the recipient.

Patient Name: _____ Patient Signature: _____ Date: _____

Patient Representative: _____ Patient Representative Signature: _____ Date: _____



Creating lifelong memories for children who have a parent with stage IV cancer.

MEDICAL FORM

To be completed by Physician or Hospice Nurse

Patient's Name: _____

Physician's Name: _____

Physician's Address: _____
(Including City/State/Zip)

Phone: (____) _____

If patient is under hospice care: _____

Hospice Name: _____

Phone: (____) _____

Patient's Diagnosis: _____

Stage of Cancer: _____

I certify that I am the treating physician or hospice nurse of the patient listed above. To the best of my knowledge, my patient has Stage IV cancer, is of sound mind, and capable of signing legal documents. I have discussed (or will discuss) the memory request with my patient and have deemed it safe and reasonable if his/her memory is granted.

Physician Signature: _____

or

Hospice Nurse Signature: _____

Date: _____



Creating lifelong memories for children who have a parent with stage IV cancer.

Check List and Mailing Instructions

Please use this list to check-off each step of the application before submitting.

- Photograph: It may include additional family members, pets, etc. May include more than one picture. Please identify those pictured.
- Letter sharing your cancer journey and specifically identify the type of cancer you are battling. Clearly describe the type of memory you would like to create and why.
- General Information and Additional Information of the application complete with ALL required information.
- Participant Information answer all questions and make sure to use the legal name (First, Middle and Last) of each requested participant.
- Liability Release and Publicity Authorization Form signed and dated by all participants 18 years and older. Parent or guardian sign for children under 18.
- Memory Agreement read and initial all placed as indicated. Sign and date at the bottom.
- HIPAA form completed and signed (Disclosure Form - HIPAA, Health Insurance Portability and Accountability Act).
- Physician Statement completed and signed by your doctor or hospice worker.
- Social Media - Like and follow us on Facebook, Instagram and Twitter.

If you are not sure if your application is complete, please call us at (402) 889-5797 and we will happily answer your questions. If we receive an incomplete application, it will not be processed until all required information is received.

Please submit the completed application by mail to:

MEMORIES FOR KIDS
P.O. BOX 540216
OMAHA, NE 68154-0216

or

Scan and email to info@memoriesforkids.org