



MEMORY REQUEST APPLICATION

Step 1 - General Information

Applicant's Legal Name (First, Middle, Last): _____

Address: _____

City/State/Zip: _____ County: _____

Home Phone: _____ Cell Phone: _____

E-Mail Address: _____

Date of Birth: _____ Age: _____ Ethnicity (Optional): _____
(Must be over 18)

Military Veteran: ☐ Yes ☐ No If yes, Branch and Dates of Service: _____

Referred by: _____ Religious Preference (Optional): _____

Present/Most Recent Employer: _____

Step 2 - Additional Contact Information

Spouse/Partner/Caregiver or Other Contact Person: _____ Relationship: _____

Home Phone: _____ Cell Phone: _____

Address: _____
(Include City/State/Zip if different from above)

E-Mail Address: _____

Spouse/Partner/Caregiver or Other Contact Person's Employer: _____

Step 3 - Participant Information

Activities your family enjoys: _____

Special interests? Kids activities and interests: _____

Describe the memory your would like to create with you family: _____



The following questions are used for donor information and grant writing purposes and do not impact your eligibility to receive a memory:

- Does your family qualify for SNAP benefits? ☐ Yes ☐ No
- Does your family qualify for Free or Reduced Lunch benefits? ☐ Yes ☐ No
- Does your family qualify for Medicaid Insurance? ☐ Yes ☐ No
- Does your family qualify for WIC benefits? ☐ Yes ☐ No
- Has Applicant ever been granted a wish or memory by another organization? ☐ Yes ☐ No
- Is an application submitted or pending with another wish granting organization?
If yes, where? ☐ Yes ☐ No
- Does Applicant, or other adult participant, have a major credit card? ☐ Yes ☐ No
- Do adult memory participants have a valid driver's license or state ID? ☐ Yes ☐ No
- I agree to share pictures, videos and memories with Memories for Kids? ☐ Yes ☐ No

Memory Participants: Children and Spouse/Partner/Caregiver

PARTICIPANTS/LEGAL NAME: (Legal Name – First, Middle Initial, Last)	GENDER:	RELATIONSHIP:	AGE:	DOB:
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



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. _____

Please enter full name in the Signature line below to accept the policy.

I understand that by typing my name and submitting this document, I am electronically signing this document.

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.

Please enter full name in the Patient Name line below to accept the policy.

I understand that by typing my name and submitting this document, I am electronically signing this document.

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: _____