

DISABLED VETERAN WISH FOUNDATION AGREEMENT

2010 REV.1

Please Read & Sign Wish Agreement

Wish Recipient: _____

Wish Requested: _____

Alternate Wish: _____

(NOTE: The Wish will not be granted to family or friends. If the recipient's health deteriorates and they are unable to participate, Wish may be terminated.).

1. Granting of a Wish., by the Disabled Veteran Wish Foundation, it agrees to pursue the fulfillment of the Wish of the person named above ("Recipient") in accordance with the terms and conditions of this agreement. The Disabled Veteran Wish Foundation reserves the rights in its sole discretion, to decide which of the Wish, if any, will be granted.

2. Permission to Disclose Medical Condition. Recipient grants The Disabled Veteran Wish Foundation the right to disclose the nature of his/her medical condition in the preparation, fulfillment, and execution of the Wish. Furthermore, the recipient grants The Disabled Veteran Wish Foundation permission to obtain all medical information about recipient, including a full medical report, which The Disabled Veteran Wish Foundation may feel necessary or useful for consideration or fulfillment of the Wish. Recipient authorizes all physicians and medical care providers to provide The Disabled Veteran Wish Foundation all medical information. All information is considered private and will not be shared.

3. Relatives/Friends. No person may accompany the recipient during any portion of the Wish fulfillment unless specifically agreed to in advance and in writing between The Disabled Veteran Wish Foundation and recipient.

4. Waiver. The recipient, relatives, and friends (hereinafter collectively referred to as "participants") hereby waives any and all rights he, she, or they may have or may hereafter acquire against The Disabled Veteran Wish Foundation, its officers, directors, agents, employees, and representatives arising out of any injury, harm, damages, or losses suffered by recipient and participants, or any of them arising out of or in any way related to The Disabled Veteran Wish Foundation or consideration, preparation, execution, fulfillment or participation in the Wish, regardless of whether such loss or harm is caused by the active, passive, or gross negligence of The Disabled Veteran Wish Foundation, its officers, directors, agents, employees, or representatives.

5. Release. Recipient and participants together, and each of them individually, understand that involvement in the wish may involve risk of injury or harm to themselves and agree that they understand any and all such risks, that this risk is knowingly and fully assumed by recipient and participants. In addition, and in consideration of The Disabled Veteran Wish Foundation considering the Wish and, if it so determines, granting the Wish, recipient and participants do hereby forever release and agree to hold harmless The Disabled Veteran Wish Foundation, its officers, directors, agents, employees, and representatives from any and all liability, claims, lawsuits, damages, or losses, whether known or unknown, which may be connected with, result from, or arise out of the consideration, execution, preparation, fulfillment, or participation in the Wish, of whatever nature and to whatever extent, regardless of whether such loss or damage is caused by the active, passive, or gross negligence of The Disabled Veteran Wish Foundation, its officers, directors, agents, employees, or representatives. This includes, but is not limited to, any problems with transportation, food and lodging, medical conditions – both physical and emotional – entertainment, photographs, publicity, accidental injury, and death.

The undersigned understands and acknowledges that the settlement reflected herein is the compromise of a disputed claim and that any payment made is not to be construed as an admission of liability on the part of the Releasee, by whom liability is expressly denied. All individuals, firms, or corporations which could at any future date be possible defendants in any action arising out of these matters are hereby fully released as though they were specifically listed and named herein.

It is specifically set forth that it is the intention of the Releasee and undersigned, and it is the purpose of this agreement, to discharge absolutely the liability of the Releasee and any and all claims arising out of the damages to the undersigned and the undersigned acknowledges and assumes individually all risk, chance or hazard that the damages suffered may be different, or may become progressive, greater or more extensive than is now known, anticipated or expected. Furthermore, the undersigned specifically releases any right that the undersigned may now or hereafter have to reform, rescind, modify or set aside this Release of All Claims through mutual or unilateral mistake or otherwise, the risk of such uncertainty and mistake is assumed by the undersigned in consideration of the present payment herein mentioned and in consideration of this being a final settlement.

6. Indemnity. Recipient and participants, together and each of them individually, hereby agree to indemnify and hold harmless The Disabled Veteran Wish Foundation, its officers, directors, agents, employees, and representatives of and from any and all losses suffered by The Disabled Veteran Wish Foundation, its officers, directors, agents, employees, and representatives as the result of any claim, lawsuit, or action arising out of or relating in any manner to The Disabled Veteran Wish Foundations consideration, preparation, execution, fulfillment or participation in the Wish, or to breach by recipient and participants, or any of them, of the representation and warranties contained in this Agreement. Said hold harmless and indemnity includes, but is not limited to, reasonable attorneys' fees and costs incurred by The Disabled Veteran Wish Foundation, its officers, directors, agents, employees, and representatives in retaining attorneys of The Disabled Veteran Wish Foundation and their choice to defend any and all such claims, lawsuits, and actions.

7. Wish Expenses. The expenses The Disabled Veteran Wish Foundation has agreed to pay for are those foreseeable and directly related to the fulfillment of the Wish.. Recipient and participants together, and each of them individually, understand that they may be forced to incur substantial expenses as a result of foreseeable or unforeseen events or circumstances beyond The Disabled Veteran Wish Foundation's control, especially if fulfillment of the Wish involves travel. The Disabled Veteran Wish Foundation shall not have any responsibility or liability for expenses incurred by recipients and participants, or any of them, which have not been expressly assumed by The Disabled Veteran Wish Foundation pursuant to the Agreement.

For example, a particular Wish recipient may contemplate The Disabled Veteran Wish Foundation paying for certain specific expenses (such as car rental) 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 dream. In that event, it will be the sole responsibility of recipient to pay for all expenses in excess of those for which The Disabled Veteran Wish Foundation has agreed to pay, whether medically related, for meals, lodging (including hospitalization), transportation, a change in travel plans, or for other goods or services of any nature.

8. Fundraising. As a recipient in The Disabled Veteran Wish Foundation Program, if needed, a fundraising campaign may be undertaken in your community, with your prior approval, to raise necessary funds and/or airline miles to fulfill the Wish. Money raised will be used for your dream with any funds or miles raised above the allocation to be used for a future Wish.

INITIAL HERE: By initialing, I acknowledge that I have read and understand the fundraising guidelines described above: _____ (Recipient must initial here)

9) Representations and Warranties. Recipient and participants, together and each of them individually, make the following representation and warranties to The Disabled Veteran Wish Foundation;

a) they have made a true and full disclosure of recipient's medical condition and medical needs to The Disabled Veteran Wish Foundation.

b) they will notify The Disabled Veteran Wish Foundation if recipient's medical condition should deteriorate at any time prior to fulfillment of the Wish;

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

d) if fulfillment of the Wish involves travel, they are able to bear the financial burden of the substantial expenses which they may be forced to personally incur as a result of foreseeable or unforeseen circumstances or events beyond The Disabled Veteran Wish Foundations reasonable control (more fully explained in paragraph 7), and that they assume the risk and personal responsibility for such expenses;

e) Recipient has not previously been granted a Wish by The Disabled Veteran Wish Foundation or another charitable Wish-granting organization; and

f) In requesting The Disabled Veteran Wish Foundation to grant the Wish, they are not relying upon nor have they received any counsel or advice from The Disabled Veteran Wish Foundation with respect to the advisability of or the risks attendant to the Wish.

10. Termination of Wish. The Disabled Veteran Wish Foundation reserves the right, in its sole and absolute discretion, to abort consideration, preparation, execution, fulfillment, or participation in your Wish at any time after the signing of this Agreement if The Disabled Veteran Wish Foundation should determine that;

(a) recipient is or will be incapable of appreciating or utilizing the goods, services, or activities related to the Wish,

(b) events or circumstances render it impractical, imprudent, or inadvisable to grant or continue to grant the Wish, (c) recipient and participants, or any of them, have breached any of the representations and warranties contained in this Agreement. In the event The Disabled Veteran Wish Foundation aborts consideration, preparation, execution, fulfillment or participation in the Wish, recipients and participants, together and individually, agree that The Disabled Veteran Wish Foundation shall not be held liable or responsible for any expenses which recipients, participants, family members and friends, or any of them, may have incurred in contemplation of The Disabled Veteran Wish Foundation's granting the Wish.

NOTE: Only The Disabled Veteran Wish Foundation may make a request for resources on behalf of a Wish. If the recipient, family members, friends or anyone having knowledge of this Wish uses the name of The Disabled Veteran Wish Foundation, without the approval of The Disabled Veteran Wish Foundation, to solicit support, the Wish will be immediately disqualified and terminated.

11. Further Assurances. Recipient and participants, together and individually, agree that he, she, and they shall, at the request of The Disabled Veteran Wish Foundation, execute and deliver to The Disabled Veteran Wish Foundation all further documents that The Disabled Veteran Wish Foundation deems necessary or appropriate in order to prepare, execute, and grant the Wish.

12. Counterparts and Faxes. The Agreement may be executed in counterparts, any of which shall be deemed an original. Faxed signatures on this Agreement shall be deemed as originals.

13. Amendment. This Agreement shall not be modified, amended, or superseded except by written Agreement executed by The Disabled Veteran Wish Foundation, recipient, and all participants.

14. Governing Law. The Agreement shall be governed by the laws of the state of Indiana; the state in which The Disabled Veteran Wish Foundation is based.

15. Binding Effect. The Agreement is binding to all heirs, successors, representatives, and assigns of each and 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 (otherwise referred to as "The Wish") contemplated herein, 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.

They in no way describe, limit, or extend this Agreement or any of its provisions.

18. Grant of Right of Publicity. RECIPIENT AND PARTICIPANTS UNDERSTAND AND AGREE THAT FULFILLMENT OF THE WISH MAY RESULT IN PUBLICITY, WHETHER OR NOT THE MAKE A WISH SOLDIER FOUNDATION ACTIVELY TAKES STEPS TO PUBLICIZE THE WISH.

OPTION 1: Recipient and participants, individually and together, hereby irrevocably authorize The Disabled Veteran Wish Foundation to;

(a) to publicize and use recipient and 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, individually or together, in any manner The Disabled Veteran Wish Foundation chooses;

(c) to copyright, convey, or otherwise distribute, now or in the future, any such material involving recipient and participants, individually or together, for any purpose whatsoever to anyone, including the general public, magazines, newspapers, television, radio stations, The Disabled Veteran Wish Foundation's web site, or anyone else';

(d) to publicize, now or in the future, the names of recipient and participants, individually or together, including information regarding them, their physical or emotional conditions, and the details of any Wish granted.

Recipient and participants, individually or together, agree that it is not necessary for The Disabled Veteran Wish Foundation or anyone else to contact them prior to releasing any information authorized by this Agreement. Recipient and participants, individually and together, hereby release The Disabled Veteran Wish Foundation, its officers, directors, agents, employees, and representatives, 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 recipient, participants, and the Wish.

Initial here if Option 1 is selected _____

OPTION 2: Recipient and participants request that the dream not be actively publicized by The Disabled Veteran Wish Foundation to the news media and general public. However, recipient and participants, individually and together, understand and acknowledge that information regarding the dream, recipient, and participants will necessarily be discussed with and disclosed to those involved in the Wish process. Recipient and participants, individually and together, also understand and acknowledge that, even if The Disabled Veteran Wish Foundation does not actively publicize the Wish, the general public and news media may obtain information concerning Recipient, Participants, and the Wish from other sources, resulting in publicity.

Initial here if Option 2 is selected _____

Recipient and each of the participants acknowledge reading and understanding this LIABILITY RELEASE AND PUBLICITY AUTHORIZATION prior to signing it.

Recipient and each of the participants 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 recipient and each of the participants.

PLEASE NOTE – THE WISH RECIPIENT, ALL PARTICIPANTS, AND THE WITNESS MUST SIGN ON THIS PAGE.

By signing below, I affirm and acknowledge that I have read this Agreement, and have been given an opportunity to ask any questions I may have. I have received a copy and fully understand and agree with its provisions. With my signature, I bind myself, my children including any minor children, my heirs, successors, assigns, and estates to the conditions, releases, waivers, and indemnities described in this Agreement.

Wish Recipient

Printed Name: _____

Signature: _____ Date: _____

Participants – COMPLETE THIS SECTION FOR TRAVEL WISHES ONLY

NOTE: A parent or legal guardian must sign for each participant under the age of 18. Please copy page if there are additional Participants.

PARTICIPANT

Print Name: _____ Relationship: _____ Age: _____

Signature: _____ Date: _____

PARTICIPANT

Print Name: _____ Relationship: _____ Age: _____

Signature: _____ Date: _____

APPROVED BY THE DISABLED WISH FOUNDATION BOARD / IND.

Signature: _____ Date: _____

Signature: _____ Date: _____