



## **Shirley's Way Financial Assistance Application Terms and Conditions**

***“Providing Financial Assistance for people receiving medical care to help keep a roof over their head, the lights on and food on the table”***

**1. Financial Assistance:** Shirley's Way will attempt to provide financial assistance the person named above (“Recipient”) in accordance with the terms and conditions of this Agreement. Shirley's Way reserves the right in its sole discretion, to decide if assistance will be granted. Shirley's Way assists with making sure a person currently under medical care keeps a roof over their head, the lights on and food on the table. Financial assistance will be paid directly to creditors and not to the patient unless other plans have been discussed and agreed to by the patient and Shirley's Way.

(Initial)

**2. Permission to disclose medical condition.** The Recipient grants Shirley's Way the right to disclose the nature of his/her medical condition to the extent necessary in the fulfillment of financial assistance needed. Furthermore, the Recipient grants Shirley's Way permission to obtain medical information about the recipient which Shirley's Way may feel necessary for fulfillment of the wish and authorize all physicians and medical care providers to provide Shirley's Way with all medical information.

**3. Relatives/Friends.** No person may receive financial assistance from Shirley's Way unless approved by Shirley's Way.

**4. Waiver.** The Recipient and all participants hereby waive any and all rights he or she may have or may hereafter acquire against Shirley's Way, 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 Shirley's Way preparation, execution or fulfillment of financial assistance, regardless of whether such loss or harm is caused by the active, passive or gross negligence of Shirley's Way or any other person.

**5. Release.** Recipient, and all participants, together, and each of them individually, does hereby forever release and remise Shirley's Way, its officers, directors, agents, and employees from any and all claims, lawsuits, damages, or losses arising out of or in any way related to Shirley's Way preparation, execution or fulfillment of financial assistance, 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 Shirley's Way or any other person.

**6. Indemnity.** Recipient, and all participants, together and each of them individually, hereby agree to indemnify and hold harmless Shirley's Way, its officers, directors, agents, and employees of and from any and all losses suffered by Shirley's Way, its officers, directors, agents, and employees as the result of any claim, lawsuit, or action arising out of or relating in any manner to Shirley's Way's preparation, execution and fulfillment of the assistance, 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 attorney's fees and costs incurred by Shirley's Way, its officers, directors, agents, and employees in retaining attorneys of Shirley's Way's choice to defend any and all such claims, lawsuits, and actions. (Initial)

**7. Fundraising.** As a participant in The Shirley's Way program, if needed, a campaign may be undertaken in your community, with your prior approval, to raise funds to fulfill your financial needs. Money raised will be used for your desire up to a maximum allocation. Funds raised above the allocation for your wish will be used for future wishes.

**8. Representations and warranties.** Recipient, relatives or friends together and each of them individually, make the following representation and warranties to Shirley's Way:

(a) they have made a true and full disclosure of medical condition to Shirley's Way;

(b) they will notify Shirley's Way if and when the patient's medical condition should deteriorate;

(c) The patient has to be willing to make sacrifices of other luxuries in an attempt to meet their own personal financial obligations before Shirley's Way can help; and

(d) in requesting Shirley's Way financial assistance, the Patient is not relying upon nor have they received any counsel or advice from Shirley's Way with respect to the advisability of how to handle the money received from Shirley's Way

**9. Termination of Financial Assistance.** Shirley's Way reserves the right, in its sole and absolute discretion, to abort preparation or fulfillment of any financial assistance at any time after the signing of this Agreement, if Shirley's Way should determine that

(a) fulfillment of the financial assistance will endanger the health and safety of Recipient or of others

(b) events or circumstances render it impractical, imprudent, or inadvisable to fulfill or continue to fulfill financial assistance.

(c) The Patient and any participants have breached any of the representations and warranties contained in the Agreement. In the event Shirley's Way aborts preparation, or fulfillment of financial assistance, the Patient, or any participants agree that Shirley's Way shall not be held liable or responsible for any expenses that the Patient, or any participants may have incurred in contemplation of Shirley's Way financial assistance.

**10. Further Assurances.** The Patient, and all participants agree that he or she shall, at the

request of Shirley's Way, execute and deliver to Shirley's Way all further documents that Shirley's Way deems necessary or appropriate in order to prepare, execute and fulfill financial assistance.

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

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

**13. Governing law.** The laws of the state of Kentucky shall govern this Agreement.

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

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

**16. 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.

**17. 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.

**18. Grant of Right of Publicity.** PARTICIPANTS UNDERSTAND AND AGREE THAT FULFILLMENT OF FINANCIAL ASSISTANCE MAY RESULT IN PUBLICITY; WHETHER OR NOT SHIRLEY'S WAY ACTIVELY TAKES STEPS TO PUBLICIZE THE WISH.

**OPTION 1:** The Patient and Participants hereby irrevocably authorize Shirley's Way:

(a) to publicize and use 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 each participant in any manner Shirley's Way chooses;

(c) to copyright, convey or otherwise distribute, now or in the future, any such material involving the participants for any purpose to anyone, including the general public, magazines, newspapers, television, radio stations, or anyone else;

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

The Patient and each of the Participants agrees that it is not necessary for Shirley's Way or anyone else to contact them prior to releasing any information authorized by this document. Each of the Participants hereby releases Shirley's Way 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 wish.

**OPTION 2:** The Patient and Participants request that the wish not be actively publicized by Shirley's Way to the news media and general public. However each of the Participants understands that information regarding financial assistance and the Participants will necessarily be discussed with and disclosed to those involved in the process. Each of the Participants also understands that, even if Shirley's Way does not actively publicize the financial assistance, the general public and the news media may obtain information concerning the financial assistance from other sources. The Patient 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 financial assistance.