



General “Live Life” Moment Application

Dear “Live Life” Moment Applicant,

ShanesWay is a wish granting organization for young adults, 18-30 years old, who have a severe life threatening medical condition. We do our very best to grant “Live Life” moments for those unable to create them on their own. We are a small nonprofit organization based in Redding, California. We will review each request as quickly as possible. By working together, with people helping people, we will make every effort to make your “Live Life” moment come true.

Sincerely,

ShanesWay Staff

Help us to help you make your “Live Life” moment come true...

▪ Please read this form very carefully and follow all the instructions to complete the steps necessary to make your “Live Life” moment come true.

We regret that we are unable to grant the following types of dreams:

- Requests from non-residents of the US
- Cash
- Surprise dreams
- Reimbursements for completed dreams
- Legal assistance
- Automobiles, Lifts, Repairs and RV rentals
- Funeral arrangements or posthumous requests
- Travel outside the United States
- Medical treatment/supplies/equipment
- Cruises



Application Requirements:

Please include a photograph and a personal letter from the applicant.

Photograph: Must be clear and taken within the past year. It may include family, friends, pet, etc.

Letter: Your letter should:

Be no longer than one page in length, one sided, and refer to the medical condition you are battling.

Clearly describe what you would like your "Live Life" moment to be and where the most help is needed to fulfill that dream.

Step 2 - General Information: (Please write neatly)

Applicant's Name:

Address:

City/State/Zip: _____ County: _____

Home Phone (_____) _____ Cell Phone (_____) _____

E-Mail Address:

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

Military Veteran: Y____ or N____ Branch and Dates of Service: _____

Clubs, Organizations or Churches you are a member of (Optional):



Present/Most Recent Employer:

Current Annual Household Income:

Other Contact Person:

Relationship:

Phone: (____) _____

Address:

Step 3-“Live Life” Moment Request:

Alternative “Live Life” Moment Request: (Must be entirely unrelated to first):

Has Applicant ever been granted a wish by another organization? ____Yes ____ No



Step 4 – “Live Life” Moment Partner Request: (One Family member, Spouse, Friend, or Caregiver)

PARTNER'S NAME:

RELATIONSHIP: _____

SEX: _____ AGE: _____ DATE OF BIRTH _____

Does Applicant or “Life Moment” partner have a major credit card?

____ Yes ____ No

VISA ____ M/C ____ Other _____

Does the Applicant and “Life Moment” Partner have a valid driver's license or ID?

____ Yes ____ No

Is an application submitted or pending with another wish granting organization?

____ Yes ____ No

If yes, where? _____



Step 5 - Medical Information:

"Live Life" Moment Applicant Signature

This Part To Be Filled Out By Physician Only

Physician's Name:

Physician's Address:

(Including City/State/Zip)

Phone Number:(____)_____ Fax Number: (____)_____

If patient is under hospice care - Hospice Name and Phone Number:

Applicant's Diagnosis:

Current Life Expectancy:

Expected Quality of Life:

I certify that I am the treating physician of the Applicant. To the best of my knowledge, my patient has a severe life threatening medical condition and is of sound mind, and capable to sign legal documents. I have discussed (or will discuss) the "Life Moment" request with my patient and have deemed it safe and reasonable if his/her dream is granted within the next six months.

Signature:_____

Physician Signature Only

Date:_____

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Step 6 - Publicity Release:

By submitting your application, your "Live Life" moment experience and your photo may appear on our website and in ShanesWay's Newsletters.

ShanesWay respects the privacy of our recipients and will only use first names when sharing a story and/or photograph.

If your dream application is accepted, ShanesWay would like your permission to share your story and/or photo in extended media. By sharing your experience, we are able to raise awareness and potential donations for more "Live Life" moments.

_____ Option 1: I agree to have my story and photograph
in the media, which may include local and/or state
newspapers, radio and television.

OR

_____ Option 2: Please do not use my story in any additional media
other than the ShanesWay website and Newsletter.
I understand by doing so, this may limit
the amount of resources available to me.

Dream Applicant's Signature:

Date: _____

Please Note:

If you have agreed to media, you will also need to select and initial Option 1 on the enclosed "Life Moment" Agreement Form.



Step 7 – “Live Life” Moment Agreement:

Please initial where indicated following each item below:

1. Granting of “Live Life” moment. ShanesWay agrees to pursue the fulfillment of the “Live Life” moment of the person named above (“Recipient”) in accordance with the terms and conditions of this Agreement. ShanesWay reserves the right in its sole discretion, to decide if a “Live Life” moment will be granted. *ShanesWay assists with “Live Life” moment requests from Applicants and one partner—such as a spouse, significant other, caregiver, mother, father, sibling, child, or friend.

2. Permission to disclose medical condition. The Recipient grants ShanesWay the right to disclose the nature of his/her medical condition to the extent necessary in the fulfillment of the “Live Life” moment. Furthermore, the Recipient grants ShanesWay permission to obtain medical information about the recipient which ShanesWay may feel necessary for fulfillment of the “Live Life” moment and authorize all physicians and medical care providers to provide ShanesWay with all medical information. _____

3. Relatives/Friends. No person may accompany the Recipient during any portion of the “Live Life” moment fulfillment, unless specifically agreed to in writing between ShanesWay and “Live Life” moment Recipient. _____

4. Waiver. The Recipient and all participants hereby waive any and all rights he or she may have or may hereafter acquire against ShanesWay, 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 ShanesWay preparation, execution or fulfillment of the “Live Life” moment, regardless of whether such loss or harm is caused by the active, passive or gross negligence of ShanesWay or any other person. _____

5. Release. Recipient, and all participants, together, and each of them individually, does hereby forever release and remise ShanesWay, its officers, directors, agents, and employees from any and all claims, lawsuits, damages, or losses arising out of or in any way related to ShanesWay preparation, execution or fulfillment of the “Live Life” moment, 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 ShanesWay or any other person. _____

6. Indemnity. Recipient, and all participants, together and each of them individually, hereby agree to indemnify and hold harmless ShanesWay, its officers, directors, agents, and employees of and from any and all losses suffered by ShanesWay, its officers, directors, agents, and employees as the result of any claim, lawsuit, or action arising out of or relating in any manner to ShanesWay's preparation, execution and fulfillment of the “Live Life” moment”, 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 ShanesWay, it officers, directors, agents, and employees in retaining attorneys of ShanesWay's choice to defend any and all such claims, lawsuits, and actions. _____



7. "Live Life" moment expenses. The expenses ShanesWay has agreed to pay for are those foreseeable and directly related to the fulfillment of the "Live Life" moment. The "Live Life" moment Recipient, relatives or friends, together understand that they may be forced to incur substantial expenses as a result of unforeseen events or circumstances beyond ShanesWay's control, especially if fulfillment of the "Live Life" moment involves travel. ShanesWay shall not have any responsibility or liability for expenses incurred by Recipient, relatives or friends which have not been expressly assumed by ShanesWay pursuant to this Agreement, which have been caused by unforeseen events, or circumstances beyond ShanesWay's control. For example, a particular "Live Life" moment may contemplate ShanesWay 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 ShanesWay 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 dream, ShanesWay is unable to assist in any way.**

8. **Fundraising.** As a participant in ShanesWay program, if needed, a campaign may be undertaken in your community to raise funds and/or Frequent Flyer Miles to help fulfill the "Live Life" moment. Money raised will be used for your "Live Life" moment up to a maximum allocation as described in item 7. Funds or Miles raised above the allocation for your "Live Life" moment will be used for future participants. _____

9. **Representations and warranties.** Recipient, relatives or friends together and each of them individually, make the following representation and warranties to ShanesWay:

- (a) they have made a true and full disclosure of medical condition to ShanesWay;
- (b) they will notify ShanesWay if and when Recipient's medical condition should deteriorate at any time prior to fulfillment of the "Live Life" moment;
- (c) they are carrying, or during the fulfillment of the "Live Life" moment shall be carrying, full medical insurance, including any additional coverage which may be required as a result of the "Live Life" moment to be fulfilled, or that they assume the risk and personal responsibility of failing to carry adequate medical insurance;
- (d) **if fulfillment of the Dream involves travel, they are able to bear the financial burden of the potentially substantial expenses which they may be forced to personally incur as a result of unforeseen circumstances or events beyond ShanesWay's reasonable control (more fully explained in Paragraph 7), or that they assume the risk and personal responsibility for such expenses;**
- (e) Recipient has not previously been granted a wish by ShanesWay or another charitable wish granting organization; and
- (f) in requesting ShanesWay to fulfill the "Live Life" moment, the Recipient is not relying upon nor have they received any counsel or advice from ShanesWay with respect to the advisability of or the risks attendant to the "Live Life" moment. _____



10. Termination of dream. ShanesWay reserves the right, in its sole and absolute discretion, to abort preparation or fulfillment of the "Live Life" moment at any time after the signing of this Agreement, if ShanesWay should determine that (a) fulfillment of the "Live Life" moment 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 "Live Life" moment, (c) events or circumstances render it impractical, imprudent, or inadvisable to fulfill or continue to fulfill the "Live Life" moment or (d) Recipient and any participants have breached any of the representations and warranties contained in Paragraph 8 of this Agreement. In the event ShanesWay aborts preparation, or fulfillment of the "Live Life" moment, Recipient, or any participants agree that ShanesWay shall not be held liable or responsible or any expenses that Recipient, or any participants may have incurred in contemplation of ShanesWay's fulfilling the "Live Life" moment. NOTE: Only ShanesWay may make a request for resources on behalf of a "Live Life" moment. If the Recipient, any participants, family, friends or anyone having knowledge of this "Live Life" moment uses the name of ShanesWay to solicit support, the "Live Life" moment will be immediately disqualified and terminated. _____

11. Further Assurances. Recipient, and all participants agree that he or she shall, at the request of ShanesWay, execute and deliver to ShanesWay all further documents that ShanesWay deems necessary or appropriate in order to prepare, execute and fulfill the "Live Life" moment.

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 California 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. Proof of financial hardship. "Live Life" moment Recipient understands ShanesWay reserves the right to request documentation of financial hardship. _____



20. Grant of Right of Publicity. PARTICIPANTS UNDERSTAND AND AGREE THAT FULFILLMENT OF THE "LIVE LIFE" MOMENT MAY RESULT IN PUBLICITY, WHETHER OR NOT SHANESWAY ACTIVELY TAKES STEPS TO PUBLICIZE THE "Live Life" moment. _____

OPTION 1: The Recipient and Participants hereby irrevocably authorize ShanesWay: (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 ShanesWay 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 "Live Life" moment granted. The Recipient and each of the Participants agree that it is not necessary for ShanesWay or anyone else to contact them prior to releasing any information authorized by this document. Each of the Participants hereby releases ShanesWay 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 "Live Life" moment.

Initial here if Option 1 is selected: _____
(Must be initialed by ALL Participants)

OPTION 2: The Recipient and Participants request that the "Live Life" moment not be actively publicized by ShanesWay to the news media and general public. However each of the Participants understand that information regarding the "Live Life" moment and the Participants will necessarily be discussed with and disclosed to those involved in the "Live Life" moment process. Each of the Participants also understands that, even if ShanesWay does not actively publicize the Dream, the general public and the news media may obtain information concerning the "Live Life" moment from other sources.

Initial here if Option 2 is selected: _____
(Must be initialed by ALL Participants)

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The "Live Life" moment 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 "Live Life" moment 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.

"Live Life" moment Recipient

Date

"Live Life" moment Partner

Date



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 ShanesWay 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 ShanesWay 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 ShanesWay forms that ShanesWay may require, including forms relating to Patient's medical eligibility, the requested wish and medical considerations relating thereto.

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

Persons authorized to receive the information: Employees or other authorized representatives of:
ShanesWay, 10418 Surrey Lane, Redding, CA 96003
(530) 223-5877 (phone) www.shanesway.org

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

- (a) physician's assessments regarding whether Patient is medically eligible to have a "Live Life" moment granted by ShanesWay 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 wish has been granted by ShanesWay or a final determination has been made that Patient is not eligible to receive a "Live Life" moment.

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 _____ Pa

Patient Signature and date

Patient Representative

Patient Representative Signature Date

Mailing Instructions for Application and Completed Application Checklist:

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

- _____ 1. Step ONE of the application completed and sent with a:
 - _____ Clear and recent photograph (within the past year)
 - _____ Request letter of no more than one page, one sided
- _____ 2. Step TWO and Step THREE of the application completed with ALL required information.
- _____ 3. Step FOUR of the application completed and signed by your doctor
- _____ 4. Step FIVE of the application signed and dated after initialing Option 1 or 2.
- _____ 5. Step SIX of the application, the "Live Life" moment Agreement Form:
 - _____ Initial all places where indicated.
 - _____ Choose option 1 or 2 on number 20 by initialing where indicated.
 - _____ Sign and date at the bottom.
- _____ 6. HIPAA form completed and signed (Disclosure Form - HIPAA, Health Insurance Portability and Accountability Act)
- _____ 7. The attached Frequently Asked Questions section has been reviewed fully.

If you are not sure if your application is complete, please call us at (530) 223-5877 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 mail completed application to:

ShanesWay
10418 Surrey Lane
Redding, CA 96003

No faxed applications will be accepted

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Frequently Asked Questions

ShanesWay grants "Live Life" moments for young adults, 18-30 years old, with severe life threatening medical conditions. With our headquarters located in Redding, CA, and a network of volunteers and supporters, we serve those in the greatest need around the country. We receive no state or federal funding, relying instead on the generosity of our supporters to fulfill "Live Life" moment requests.

What is a "Live Life" Moment?

- The "Live Life" moment must come from the young adult battling the illness.
- "Live Life" moment recipients must be able to communicate the wish and comprehend/participate in the "Live Life" moment experience.

What do I need to be able to travel?

- "Live Life" moments involving overnight, or airline travel require that you have a valid driver's license or government-issued photo identification and a **MAJOR CREDIT CARD or DEBIT CARD**.
- **YOU NEED YOUR DOCTOR'S APPROVAL**. Travel "Live Life" moments will require your doctor to sign our medical authorization form, and/or our oxygen release form, If you are not on hospice, we may require a letter of referral from a physician, nurse or social worker, as ShanesWay works closely with medical personnel to determine the appropriate time to safely carry out the "Live Life" moment.
- **TRAVEL "Live Life" moments MUST BE SAFE AND REALISTIC FOR THE TRAVELER AND REALISTIC FOR ShanesWay TO FULFILL .**

What is included in a travel "Live Life" moment needing accommodations and how long can I be away?

- Travel-related "Live Life" moments 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 gas, souvenirs, tips, meals and other incidentals. We do our best, however, to provide transportation, meals, hotel accommodations, park passes, etc.

Who can travel with me?

- ShanesWay **WILL PROVIDE FOR THE "Live Life" moment RECIPIENT AND one "Live Life" moment partner** - such as a spouse, significant other, caregiver, mother, father, sibling, friend, or child.



- If the "Live Life" moment recipient wants other relatives or friends to accompany them on the trip, the family would be responsible for making arrangements and payment for the additional accommodations, meals, etc.

What if I want to stay with family or have family/friends brought to me? How long can I/they stay?

- If the "Live Life" moment recipient wants family members or friends brought to them, they may stay as long as desired unless ShanesWay must provide outside hotel accommodations/meals etc. In that case, the trip may only last 3-4 nights.
- As much as we'd like to assist with large, extended family trips, our limited resources make it impossible. Therefore, when bringing family to you, **we must limit it to 2-3 people depending on available frequent flyer miles and request that all participants travel from one location.**

How are airline tickets handled?

- For "Live Life" moments requiring air travel, we must raise donated frequent flyer miles. **IT TAKES BETWEEN 25,000 - 80,000 DONATED MILES PER PERSON TO FLY WITH UNITED, NORTHWEST, ALASKA OR CONTINENTAL AIRLINES.** Family and friends are encouraged to donate miles online or by calling our office.
- If frequent flyer miles cannot be raised in time, flights may be purchased if funding allows.
- **ALL "Live Life" moment 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.

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 pre-arranged by your medical provider. This includes oxygen, wheel chairs, scooters, etc.
- We cannot arrange or provide for hospice care away from home, dialysis treatments, or nursing care while you are away.



- Should a "Live Life" moment 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 "Live Life moment recipient is hospitalized or with further arrangements if death should occur.

What if I want to meet a celebrity?

- Celebrity "Live Life" moments may take a long time to arrange, as they are dependent upon their availability and willingness to participate. Therefore, we cannot guarantee meet and greets, phone calls or autographed memorabilia.
- "Live Life" moment recipients requesting a celebrity meet (actors, musicians, sports figures, authors, etc.) must be able to travel to the celebrity. We cannot request in-home meet and greets.
- The "Live Life" moment recipient must be able to communicate normally and be able to ambulate without medical assistance when requesting a meet and greet. (Remember, this needs to be a positive experience for everyone.)
- **DUE TO THE LENGTH OF TIME REQUIRED TO FULFILL A CELEBRITY MEET, WE ASK THAT REFERRING AGENCIES AND FAMILIES NOT REFER CELEBRITY MEET AND GREETS AS EMERGENCY "Live Life" moments.**



What is an Emergency “Live Life” moment?

- Emergency “Live Life” moments are requests made for those with **A LIFE EXPECTANCY OF EIGHT (8) WEEKS OR LESS**. We process emergency “Live Life” moments on a case-by-case basis.

- **ANY “Live Life” moment RECIPIENT WITH A LIFE EXPECTANCY OF LESS THAN EIGHT (8) WEEKS REQUESTING TRAVEL OF ANY KIND MUST HAVE A SIGNED MEDICAL AUTHORIZATION FORM AND OXYGEN RELEASE FORM FROM THEIR PHYSICIAN** (not a hospice nurse or social worker) stating that the recipient is safe to travel and that traveling will in no way jeopardize their health or put them in harms way. The “Live Life” moment recipient, or caregiver, must have a major credit card and proof that, in the event of an emergency, they can provide for any medical needs deemed necessary, and have the means to provide for extended accommodations, airline changes, emergency and non-emergency transportation, and meals. **SUCH “Live Life” moments ARE CONSIDERED ON A CASE-BY-CASE BASIS AND MUST MEET APPROVAL OF OUR REVIEW BOARD. IT IS UNDERSTOOD THAT SHOULD THE “Live Life” moment RECIPIENT PASS AWAY WHILE ON THEIR “Live Life” moment, ShanesWay IS NOT RESPONSIBLE, OR LIABLE, FOR TRANSPORTING THE RECIPIENT HOME, NOR PARTICIPATING FURTHER IN THE “Live Life” moment”.**

HOW LONG DOES IT TAKE TO PROCESS A “Live Life” moment?

The verification process of your application may take up to three (3) weeks, with the exception of emergency “Live Life” moments.

Please make sure your application is completed and everything required has been submitted (please refer to checklist provided). Missing information will delay or halt your application.

All aspects of each “Live Life” moment” are subject to ShanesWay board approval. Please keep in mind - ShanesWay reserves the rights to its sole and absolute discretion to cancel/change preparation or fulfillment of the “Live Life” moment at any time after signing the Agreement if they feel the “Live Life” moment will endanger the health or safety of the Recipient.

Therefore, we ask that all “Live Life” moments be realistic for the Recipient and for ShanesWay to fulfill.

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