



CrossBreeze Charities
 27762 Antonio Parkway L1-611
 Ladera Ranch, CA 92694
 info@CrossBreezeCharities.org



**WISH APPLICATION
 CrossBreeze Charities
 BUCKET OF BUTTERFLIES ~ BUCKET WISH COME TRUE GRANT**

Individual Applying for Grant Name:

Birthdate :

Person Applying for Applicant (if applicable):

Address:

City: State/Province: Zip: Country:

Main Phone: Contact's Direct Phone:

Authorization:

By filling in the contact name and email below, you agree that the organization named in this application will effectively use the fundraising campaign in the manner stated. You also agree CrossBreeze Charities (CBC) can use the information & photos provided for appropriate publicity, including a spotlight on the CBC website.

Contact Name:

Contact Email:

Why would like to be considered to receive the grant:

Describe your Bucket Wish :

Are you currently under the care of a physician and have a life expectancy of nine month or less? :

What is your monthly income source?

Please enclose a personal letter no longer than one page detailing your health, financial situation & Wish?

To CONSIDERED FOR A GRANT APPLICANT MUST PROVIDE THE FOLLOWING:

- Provide an Official Letter from their Physician stating the applicant's diagnosis of a terminal illness
 - Proof of annual income (a copy of the signature page of the most recent years' tax return)
- Complete, Sign and return signed CrossBreeze Charities Wish Agreement / Release

Upon RECIEPT OF A GRANT THE APPLICANT WILL PROVIDE THE FOLLOWING:

- Links or copies of any publicity garnered for your due to grant donation by CrossBreeze Charities
- 1-3 photos of grant recipient making bucket Wish come true (with applicable model-releases)

To apply e-mail this form along with required information & documents to: info@crossbreezecharities.org
 (due to the small size of our team we do not notify applicants who who have not been selected to receive a grant)

What is a Bucket Wish?

A Wish can range from basic needs items, such as a lift chair or new computer, to a vacation, a bedside reunion or meeting a personal hero and everything in between—any request that provides joy and relief. Through this non-medical form of end-of-life compassionate care, Dreams provide inspiration, comfort and closure to Dreamers and their families.

We are unable to give grant awards to fund the following types of Wishes

• Requests for adults with chronic illnesses - • Requests from individuals living outside the USA • Cruises prognosis of 9 months or less • Cash/Financial assistance • Surprise Dreams • Reimbursements for completed dreams • Legal assistance • Automobiles, Lifts, Repairs and RV rentals • Hunting • Property and home improvements or repairs • Funeral arrangements or posthumous requests • Medical treatment/supplies/equipment/transport • Travel outside the United States. • Any Wish request deemed offensive, inappropriate or inconsistent with the values of our organization or our corporate partners

Bucket of Butterflies Wish Applicant Must

Be between the ages of 18 to 65 years of age

Be diagnosed with a life-limiting illness

Have a life expectancy of 9 months or less

Lack the resources to fulfill the Dream themselves

Live in the United States, including Alaska and Hawaii

Income Qualification

There is no set income qualification, but CrossBreezes Bucket of Butterflies' mission is to help those who cannot fulfill their Dream on their own. We look at each application individually and take into consideration taxable income, how many people live in the household, geographic location and financial hardship. If the Wish applicant does not file taxes, please provide a social security disability statement or a bank statement.

Applications for 2019 ~

Applications for 2019 will be accepted Aug 1, 2019 through Sept 29, 2019

Winning applicant will be notified via email by Oct 31, 2019

Grant Awarded by Nov 15, 2019

Making Bucket Wishes Come True

Due to the small size of our team, we do not notify applicants who have not been selected to receive a grant.

Medical Information

Wish Applicant's Signature: _____

This Part To Be Completed 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:

_____ Phone: (_____) _____

Applicant's Diagnosis: _____

Current Life

Expectancy in MONTHS: _____ I certify that I am the treating physician of

the Applicant. To the best of my knowledge, my patient has a life expectancy of nine months or less OR my

patient could not actively participate in the requested Wish beyond the next nine months. I certify that my

patient is of sound mind, and capable to sign legal documents. I have discussed (or will discuss) the Wish

request with my patient and have deemed it safe and reasonable if his/her Wish is granted within the next three

months.

_____ Signature of Physician, NP or PA only Title Date

CrossBreeze Charities Wish Agreement / Release

Please initial items 2, 3, 4, 5 and 20 where indicated, below:

1. Granting of Wish. Wish Bucket of Butterflies CrossBreeze Charities (CBC) shall assist with the Wish requests for the person identified below (“Recipient”) and Recipient’s immediate family members or caregiver – such as a spouse, significant other, caregiver, mother, father, and/or dependent children who live in the home and are under the age of 18, subject to the terms and conditions set forth in this agreement. CBC reserves the right in its sole and absolute discretion, to decide if a Wish will be granted and on what terms. CBC shall have no obligation to fulfill any Wishes hereunder if it elects to terminate or abandon such Wishes pursuant to section 10 below.

2. Permission to disclose medical condition. The Recipient grants CBC the right to disclose the nature of his/her medical condition to the extent necessary in the fulfillment of the Wish. Furthermore, the Recipient grants CBC permission to obtain medical information about the recipient which CBC may feel necessary for fulfillment of the Wish and authorize all physicians and medical care providers to provide CBC with all medical information. _____[initial here]

3. Waiver. The Recipient and all participants hereby waive any and all rights he or she may have or may hereafter acquire against CBC, 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 CBC preparation, execution or fulfillment of the Wish, regardless of whether such loss or harm is caused by the active, passive or gross negligence of CBC or any other person. _____[initial here]

4. Release. Recipient, and all participants, together, and each of them individually, does hereby forever release and remise CBC, its officers, directors, agents, and employees from any and all claims, lawsuits, damages, or losses arising out of or in any way related to CBC preparation, execution or fulfillment of the Wish, 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 CBC or any other person. _____[initial here]

5. Indemnity. Recipient, and all participants, together and each of them individually, hereby agree to indemnify and hold harmless CBC, its officers, directors, agents, and employees of and from any and all losses suffered by CBC, its officers, directors, agents, and employees as the result of any claim, lawsuit, or action arising out of or relating in any manner to CBC’s preparation, execution and fulfillment of the Wish, or due to a breach by Recipient, or any participants, of the representations, warranties or covenants contained in this agreement. Said hold harmless and indemnity includes, but is not limited to, reasonable attorney’s fees and costs incurred by CBC, its officers, directors, agents, and employees in retaining attorneys of CBC’s choice to defend any and all such claims, lawsuits, and actions. _____[initial here]

6. Relatives/Friends. No person may accompany the Recipient during any portion of the Wish fulfillment, unless specifically agreed to in writing between CBC and Wish Recipient.

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

8. Fundraising. As a participant in Wish Bucket of Butterflies CrossBreeze Charities' 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 Wish. Money raised will be used for your Wish up to a maximum allocation as described in item 7. Funds or miles raised above the allocation for your Wish will be used for future Wishes.

9. Representations and warranties. Recipient, relatives, friends, and participants, jointly and severally, make the following representations and warranties to CBC: (a) they have made a true and full disclosure of all medical conditions to CBC; (b) all information contained in the application and any materials provided in support of the application are true and correct in all material respects; (c) they will notify CBC if and when Recipient's medical condition should deteriorate at any time prior to fulfillment of the Wish; (d) 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 fulfilled, or that they assume the risk and personal responsibility of failing to carry adequate medical insurance; (e) if fulfillment of the Wish 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 CBC's reasonable control (as set forth in paragraph 7), and that they assume the risk and personal responsibility for such expenses; (f) Recipient has not previously been granted a Wish by CBC or another charitable Wish-granting organization; and (g) in requesting CBC to fulfill the Wish, the Wish Recipient is not relying upon nor have they received any counsel or advice from CBC with respect to the advisability of or the risks attendant to the Wish.

10. Termination of Wish. Wish Bucket of Butterflies CrossBreeze Charities shall terminate the preparation and/or fulfillment of the Wish after the signing of the Agreement, if: (1) Wish Bucket of Butterflies CrossBreeze Charities determines, after consulting with a medical professional, that fulfillment of the Wish may endanger the health or safety of Recipient or of others involved in the Wish; (2) Wish Bucket of Butterflies CrossBreeze Charities determines, after consulting with a medical professional, that the Recipient is or will be incapable of appreciating or utilizing the goods, services, or activities related to the Wish; (3) the Recipient passes away prior to the fulfillment of the Wish; or (4) CBC determines, in its sole and absolute discretion, that the Wish Recipient, his or her Wish or the participants of the Wish do not complement the values of the CBC or those of its corporate partners; or (5) Recipient and any participants have breached any of the representations, warranties or covenants contained in this Agreement. In the event CBC aborts preparation or fulfillment of the Wish, Recipient, and all participants agree that CBC shall not be held liable or responsible for any expenses that Recipient, or any participants may have incurred in contemplation of CBC's fulfilling the Wish. NOTE: Only Wish Bucket of Butterflies CrossBreeze Charities may make a request for resources on behalf of a Wish. If the Wish Recipient, any participants, friends or anyone having knowledge of this Wish uses the name of Wish Bucket of Butterflies CrossBreeze Charities to solicit support, the Wish will be immediately disqualified and terminated.

11. Further assurances. Recipient, and all participants agree that he or she shall, at the request of CBC, execute and deliver to CBC all further documents that CBC deems necessary or appropriate in order to prepare, execute and fulfill the Wish, including without limitation, evidence of permission to perform a background check on the Recipient.

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 without regard to its conflict of laws principles.

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, the application and all materials provided in support of the application 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. Wish Recipient understands CBC reserves the right to request documentation of financial hardship.

20. Grant of Right of Publicity. PARTICIPANTS UNDERSTAND AND AGREE THAT FULFILLMENT OF THE WISH MAY RESULT IN PUBLICITY, WHETHER OR NOT THE WISH BUCKET OF BUTTERFLIES CROSSBREEZE CHARITIES ACTIVELY TAKES STEPS TO PUBLICIZE THE WISH. The Wish Recipient and Participants hereby irrevocably authorize CBC: (a) to publicize and use Participants' likenesses, voices and features, with or without their names, for any publication, promotion, advertisement, trade, business use, or any other purpose whatsoever in perpetuity; (b) to photograph, videotape, film, and record each participant in any manner the Wish Bucket of Butterflies CrossBreeze Charities chooses; (c) to copyright, convey, transmit or otherwise distribute, now or in the future, any such material involving the participants for any purpose to anyone, including the general public, through all media presently in existence or later invented, throughout the world, including without limitation print, video, television, radio, digital, internet, and social media; (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 Wish Recipient and each of the participants agrees that it is not necessary for CBC or anyone else to contact them prior to releasing any information authorized by this document. Each of the Participants hereby releases CBC 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.

Initial here: _____ (Must be initialed by ALL Participants)

By signing below, you affirm and acknowledge that you have read this Agreement, have retained a copy, and fully understand and agree to its provisions. All Participants must sign Agreement. 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.

Wish Recipient

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 Wish Bucket of Butterflies CrossBreeze Charities 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 Wish Bucket of Butterflies CrossBreeze Charities 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 the Wish Bucket of Butterflies CrossBreeze Charities forms that the Wish Bucket of Butterflies CrossBreeze Charities 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: Employees or other authorized representatives of: WISH BUCKET OF BUTTERFLIES CROSSBREEZE CHARITIES 27762 Antonio Parkway L1-611, Ladera Ranch, CA 92694 www.crossbreezecharities.org

- Purpose for which information will be used/disclosed: To enable Wish Bucket Butterflies CrossBreeze Charities to obtain:
- (a) physician's assessments regarding whether Patient is medically eligible to have a Wish granted by the Wish Bucket of Butterflies CrossBreeze Charities 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 Wish Bucket of Butterflies CrossBreeze Charities or a final determination has been made that Patient is not eligible to receive a Wish.

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;

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