



## **Memory Opportunity Referral Package-Part 2**

### **Introduction:**

The Jack and Jill Late Stage Cancer Foundation (“JAJF”) is a charitable organization whose sole mission is to provide your family with shared uplifting experiences for lifelong memories. JAJF strives to provide you, the recipient who has late stage cancer and your family and friends a Memory Opportunity, a time to create lasting memories. Memory Opportunities, for example, may include trips, VIP tours/status, special access, privileged guest appearances, behind the scene visits, tickets, perks, meet & greets, and more. The national cancer community has lauded this important “timeout” from the throes of cancer (for the children, the patient and the caregiver spouse).

JAJF will make it possible for you and your family and friends to rack up family memories. The memories will become an annuity, paying out over time. Living in the moment as a family will help them begin to address the inevitable grieving process as well. Life doesn’t end with a diagnosis. The remaining time together should not just be marked by the chaos and throes of cancer. JAJF touches families before death. After death (midpoint of the cancer), JAJF’s true impact is experienced via the memories.

JAJF is the first real world resource and online link families can receive help from when mom or dad are affected by late stage, limited life expectancy cancer. Indeed, JAJF is the pre-eminent source providing these memory opportunities and shared experiences together as a family.

### **Part 2- Instructions**

#### **To Recipient/Referral Candidate:**

Please sign the Terms and Conditions.

#### **To Participant(s):**

All participants must sign the Participant Consent Form.

Parents: Please sign for your minor children.

Should you have any questions, please do not hesitate to contact the Executive Director, **Heidi Cohen**, at **(404) 537-5253**. Please return this form by mail or fax:

JAJF  
3282 Northside Pkwy., N.W.  
Suite 100  
Atlanta, GA 30327  
Fax #: 404-920-2139

JAJF looks forward to providing you an exciting and memorable experience.



## **Memory Opportunity Terms and Conditions**

1. **Granting of Memory Opportunity.** The Jack & Jill Late Stage Cancer Foundation ("JAJF") agrees to make reasonable efforts to pursue the fulfillment of the Memory Opportunity of the person who signs below ("Recipient") in accordance with the terms and conditions herein ("Agreement"). JAJF reserves the right, in its sole discretion, to determine a Memory Opportunity will be granted to any potential Recipient. JAJF assists with Memory Opportunity requests for only the Memory Opportunity Recipient and such persons, such as may be permitted by JAJF.
2. **Permission to Disclose Medical Condition.** Recipient grants JAJF the right to disclose the nature of his/her medical condition to the extent necessary in the fulfillment of the Memory Opportunity. Furthermore, Recipient grants JAJF permission to obtain medical information about Recipient which JAJF determines in its sole judgment may be necessary for purposes of fulfillment of the Memory Opportunity and authorizes all physicians and medical care providers to provide JAJF with all requested medical information.
3. **Participants in Recipient's Memory Opportunity.** No person may accompany Recipient during any portion of the Memory Opportunity fulfillment, unless permitted by JAJF. If permitted by JAJF, any such persons, including, but not limited to, relatives, friends, and other persons ("Participant(s)"), shall execute any and all agreements, including, but not limited to, waivers, releases, and the Participant Consent Form, as shown in Exhibit "A", attached hereto and incorporated herein by reference, as may be required by JAJF.
4. **Assumption of Risk.** Recipient and Participant(s) acknowledge and agree that participation in a Memory Opportunity may involve physical exertion, inherent risks of physical injury, illness or loss of personal property, and Recipient and/or Participant(s) hereby assume any and all risks associated with participation in a Memory Opportunity offered by JAJF, or other JAJF sponsored activity.
5. **Waiver.** Recipient and Participant(s) hereby waive any and all rights Recipient and Participants(s) may have or may hereafter acquire against JAJF, its officers, directors, agents, and employees arising out of any injury (including death), damages, or losses suffered by Recipient and Participant(s), or any of them, arising out of or in any way related to the Memory Opportunity, JAJF's preparation, execution or fulfillment of the Memory Opportunity, or other JAJF sponsored activity, regardless of whether such loss or harm is caused by the active, passive or gross negligence of JAJF or any other person.
6. **Release.** Recipient and Participant(s), together, and each of them individually, do hereby forever release and remise JAJF, its officers, directors, agents, and employees from any and all claims, lawsuits, damages, or losses arising out of or in any way related to JAJF's preparation, execution or fulfillment of the Memory Opportunity, or other JAJF sponsored activity, and suffered by Recipient and Participants(s), 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 JAJF or any other person.
7. **Indemnity.** Recipient and Participant(s), together and each of them individually, hereby agree to indemnify and hold harmless JAJF, its officers, directors, agents, and employees of and from any and all losses suffered by JAJF, its officers, directors, agents, and employees as the result of any claim, lawsuit, or action arising out of or relating in any manner to the Memory Opportunity, JAJF's preparation, execution and fulfillment of the Memory Opportunity, or other JAJF sponsored activity, or to breach by Recipient or Participant(s), of the terms, conditions, representations and warranties contained in Agreement. Said hold harmless and indemnity includes, but is not limited to, full payment of any and all reasonable attorneys' fees and costs incurred by JAJF, its officers, directors, agents, and employees in retaining attorneys of JAJF's choice to defend any and all such claims, lawsuits, and actions.
8. **Memory Opportunity Expenses.** The expenses JAJF has agreed to pay for are those foreseeable and directly related to the fulfillment of the Memory Opportunity. Such expenses may be detailed and set forth in writing by JAJF prior to the commencement of any Memory Opportunity. Recipient and Participant(s), together understand that they may be forced to incur substantial expenses as a result of

**Recipient Initials**

unforeseen events or circumstances beyond JAJF's control, especially if fulfillment of the Memory Opportunity involves travel. JAJF shall not have any responsibility or liability for expenses incurred by Recipient and Participant(s), which have not been expressly assumed by JAJF pursuant to this Agreement, which have been caused by unforeseen events, or circumstances beyond JAJF control. For example, a particular Memory Opportunity may contemplate JAJF paying for certain specific expenses for a specific period of time while Recipient and Participant(s) are traveling away from home. If Recipient and/or Participant(s) medical condition deteriorates so that immediate medical attention and/or hospitalization is necessary, Recipient and Participant(s) may be forced to remain away from home longer than the period of time contemplated by the Memory Opportunity. In that event, it will be the sole responsibility of Recipient and/or Participant(s) to pay for any and all expenses in excess of those for which JAJF has agreed to pay, whether medically-related, for meals and lodgings, including hospitalization, or for other goods, or services of any nature.

9. **Representations and Warranties.** Recipient and Participant(s), both together and each individually, make the following representations and warranties to JAJF:
- (a) they have made a true and full disclosure of all information required in the "WOW! Experience Referral Package, as may be modified from time to time;
  - (b) they will immediately notify JAJF if and when Recipient's and/or Participant(s)' medical condition should deteriorate any time during, prior to, and after fulfillment of the Memory Opportunity;
  - (c) they have, or during the fulfillment of the Memory Opportunity will have, full medical insurance, including any additional coverage which may be required with respect to a particular Memory Opportunity; they assume all risk and personal responsibility of failing to carry adequate medical insurance;
  - (d) they are able to bear the financial burden of the any and all expenses required to be personally incurred as a result of unforeseen circumstances or events beyond JAJF's reasonable control; they assume all risk and personal responsibility for such expenses;
  - (e) they have not previously been granted a Memory Opportunity by JAJF or another similar experience from another charitable organization;
  - (f) in requesting JAJF to fulfill the Memory Opportunity, they are not relying upon nor have they received any counsel or advice from JAJF with respect to the advisability of or the risks attendant to the Memory Opportunity;
  - (g) they shall at all times during a Memory Opportunity conduct themselves in a reasonable manner, including, but not limited to, following all guidelines, rules and restrictions of any sponsors of the Memory Opportunity;
  - (h) they shall not at any time prior to, during, or after a Memory Opportunity disparage the Memory Opportunity or JAJF, in any manner whatsoever.
10. **Termination of Memory Opportunity.** JAJF reserves the right, in its sole and absolute discretion, to terminate a Memory Opportunity, including any preparation or fulfillment thereof, at any time for any reason, including, but not limited to, the following: if JAJF should determine that (a) the Memory Opportunity will endanger the health and safety of Recipient and/or Participant(s), (b) Recipient and/or Participants are or will be incapable of appreciating or utilizing the goods, services, or activities related or attendant to the Memory Opportunity; (c) events or circumstances render it impractical, imprudent, or inadvisable to fulfill or continue to fulfill the Memory Opportunity, or (d) Recipient and/or Participant(s) have breached or threaten to breach any of the terms, conditions, representations and warranties contained in this Agreement. In the event JAJF terminates the Memory Opportunity, including any preparation or fulfillment thereof, Recipient and Participant(s) agree that JAJF shall not be held liable or responsible for any expenses which Recipient and/or Participant(s) may have incurred in contemplation of the Memory Opportunity.  
NOTE: Only JAJF may make a request for resources on behalf of a Memory Opportunity, if Recipient, Participant(s) or anyone having knowledge of such Memory Opportunity uses JAJF's name to solicit support, the Memory Opportunity will be immediately disqualified and terminated, at JAJF's sole discretion.
11. **Further Assurances.** Recipient acknowledges that Participant(s) may participate in Recipient's Memory Opportunity. Recipient hereby agrees that prior to commencement of any Memory Opportunity, each such Participant or any person who receives any benefit whatsoever of a Memory Opportunity shall agree to all the terms, conditions, representations and warranties in this Agreement by signing the Participant Consent Form. Recipient and Participant(s), agree that they shall, at the request of JAJF, execute and deliver to JAJF any and all further documents that JAJF deems necessary or appropriate in order to prepare, deliver, execute and/or fulfill the Memory Opportunity including, but not limited to, all forms included in the Memory Opportunity Referral Package such as the HIPAA Release Form, and the Participant Consent Form, which forms may be changed from time to time by JAJF, as necessary.

**Recipient Initials**

12. **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.
13. **Miscellaneous.** This Agreement may be executed in counterparts, any of which shall be deemed to be an original. This Agreement shall not be modified or superseded, except by a writing executed by the parties. This Agreement shall be governed by the laws of the State of Georgia. All parties to this Agreement agree to submit any disputes arising from this agreement first to mediation for a period of 90 days, and if a dispute is not resolvable by mediation, then to final and binding arbitration under the Commercial Rules of the American Arbitration Association, or other rules as may be mutually agreed to by the parties. The place of arbitration shall be Fulton County, Georgia. This Agreement is binding on all heirs, successors, representatives, and assigns of all parties hereto. If any portion of this Agreement shall be determined to be invalid or unenforceable, all other portions shall remain valid and enforceable. The section headings appearing in this Agreement are for convenience and ease of reference only and in no way describe, limit or extend this Agreement or any of its provisions. This Agreement cannot be assigned by either party to a third party without the express written approval of the non-assigning party.
14. **Grant of Right of Publicity.** RECIPIENT AND PARTICIPANT(S) UNDERSTAND AND AGREE THAT FULFILLMENT OF THE MEMORY OPPORTUNITY MAY RESULT IN PUBLICITY, WHETHER OR NOT JAJF ACTIVELY TAKES STEPS TO PUBLICIZE THE MEMORY OPPORTUNITY.

The Memory Opportunity Recipient and Participant(s) hereby irrevocably authorize JAJF: (a) to publicize and use Recipient's and Participant(s)' 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 JAJF chooses; (c) to copyright, convey or otherwise distribute, now or in the future, any such material involving Recipient and Participant(s) 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 name of Recipient and Participant(s) including information regarding them, their physical or emotional conditions and the details of any Memory Opportunity granted.

The Memory Opportunity Recipient and Participant(s) agree that it is not necessary for JAJF or anyone else to contact them prior to releasing any information authorized by this Agreement. Recipient and Participant(s) hereby release, discharge and agree to hold harmless JAJF 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 Recipients and Participant(s) and the Memory Opportunity.

\_\_\_\_\_  
(must be signed by Recipient and all Participants)

Recipient and Participant(s) acknowledge reading and understanding this LIABILITY RELEASE AND PUBLICITY AUTHORIZATION prior to signing it. For any minor participating in a Memory Opportunity, the signature of such minor's parent or guardian is both on behalf of the parent or guardian and on behalf of the participating minor. Recipient and Participant(s) agree 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 Opportunity Recipient and Participant(s).

15. **Tax Liability.** JAJF hereby makes no warranty or representation with regard to the tax consequences of Recipient's and Participant(s)' receipt of any services provided by JAJF, including, but not limited to, the Memory Opportunities. Recipient and Participant(s) hereby release, discharge, and agree to hold harmless JAJF from any claim or liability arising out of Recipient's and Participant(s)' receipt of the Memory Opportunity including, without limitation, any potential tax liability.

**IMPORTANT: By signing below, you affirm and acknowledge that you have read this Agreement, have received a copy and fully understand its provisions.**

**Recipient/Referral Candidate Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Participant Consent Form\*\*\***

I have received, read, and agree to comply with the Jack and Jill Late Stage Cancer Foundation, Inc. Memory Opportunity Terms and Conditions.

**1. Participant Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**2. Participant Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**3. Participant Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**4. Participant Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**5. Participant Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\*For minors under the age of eighteen (18), please have this form signed by the parent or guardian on behalf of the minor**

