

The Heslin Family Foundation
Dreamweaver Project
Dream Application

PURPOSE

The *Dreamweaver Project* was created by the Heslin Family Foundation to bring to life and reality the single most desired dreams of chronically critical or terminally ill individuals. The *Dreamweaver Project* is not restricted by any financial or geographic limitations, and no preference is given to any ethnic, religious, gender, or racial groups. The *Dreamweaver Project's* only goal is to make a dream come true before a chronically critical or terminally ill person leaves this world.

To participate in the *Dreamweaver Project*, an applicant must not have received a dream or a wish from another dream or wish-granting organization, and be:

- ❖ Diagnosed with a chronically critical or terminal illness;
- ❖ Be approved by the applicant's treating physician to participate in his or her Dream;
- ❖ Be able to personally participate in his or her Dream on his or her own or with assistance as approved by a licensed physician.

DREAMS NOT GRANTED

The Dreamweaver Project does not grant the following types of Dreams:

- ❖ Surprise Dreams
- ❖ Cruises
- ❖ Legal Assistance
- ❖ Cash/Financial Assistance
- ❖ Hunting
- ❖ Reimbursements
- ❖ Funeral Arrangements or posthumous requests
- ❖ Automobile, Lifts, Repairs, RVs, or rentals
- ❖ Property and home improvement or repairs
- ❖ Medical treatment/supplies/equipment/transport
- ❖ Any Dream request in violation of the rules, policies or procedures of the Heslin Family Foundation or that of its corporate partners, in effect from time to time.

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

Application Requirements and Instructions

Please review all materials carefully. These materials require disclosure of confidential medical information and entering into legally binding agreements.

- Step 1:** **Complete the General Information section**
- Step 2:** **Provide the Applicant's Medical Information (*to be completed by treating medical professional (such as physician) only*)**
- Step 3:** **Attach Supplemental Materials (personal statement (*required*), recent photograph of applicant (*required*), and letters of support (*optional*))**
- Step 4:** **Complete and attach *Dream Fulfillment Agreement***
- Step 5:** **Complete and attach HIPAA Form**
- Step 5:** **Provide most recent copy of the signature page of Applicant's parents' most recent tax return (Form 1040) or other proof of annual household income**

Please mail completed applications to:

The Dreamweaver Project
c/o The Heslin Family Foundation
23421 S. Pointe Dr., Suite 270, Laguna Hills CA, 92653

For questions or more information please email our Dreamweaver Project coordinator at:

danielle@heslinholdings.com

Notification and Acceptance Agreement

A representative of the Dreamweaver Project will notify you by letter whether the Applicant's Dream will be fulfilled. Due to budgetary limitations, Heslin Family Foundation cannot guarantee that all Dreams will be fulfilled, no matter how worthy the Applicant or Dream is.

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

By my signature below, I certify that the information contained in this Application is true and correct and that I (or the Applicant if executed by a parent or guardian) have not previously had a wish granted by Heslin Family Foundation or another organization.

Signature of Applicant or Parent/Legal Guardian

Application Date

**THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application**

MEDICAL INFORMATION

THIS PART TO BE COMPLETED BY TREATING M.D./D.O./P.A./N.P. ONLY		
Dreamweaver Project Applicant Name:		
<i>By my signature below, I authorize my treating medical professional to disclose the requested information.</i>		
Signature of Applicant or Parent/Legal Guardian:		
Treating Physician's Name		
Treating Physician's Address		
City	State	Zip
Home Telephone	Mobile Telephone	Email
Dreamweaver Project – Applicant Diagnosis		
<u>Please describe the Applicant's Diagnosis and Current Life Expectancy in Months</u>		
<p>I, _____, certify that I am the treating medical professional of _____.</p> <p>To the best of my knowledge, my patient has chronically critical or terminal illness. I have discussed (or will discuss) the Dream request with my patient and have deemed it safe and reasonable if his/her Dream is granted within the next three months.</p> <p><u>Can the Dreamweaver Project Applicant participate in his or her Dream without medical supervision? If not, explain what medical supervision is necessary in order for the Applicant to participate in his or her Dream.</u></p>		
_____ SIGNATURE OF TREATING M.D./D.O./P.A./N.P.	_____ TITLE	_____ DATE

SUPPLEMENTAL MATERIALS

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

Personal Statement

Each application is required to submit a personal statement about the Applicant. If no personal statement is submitted, the application will not be processed. Personal statements should be 1-2 pages in length and include a clear description of:

- ❖ The Applicant, his or her Dream, its importance to the Applicant and his or her family, what its fulfilment means to them, and where the most help is needed to fulfill the Dream.
- ❖ The Applicant's diagnosis and its impact on the lives of the Applicant and his or her family.

Photograph

Each application must include a photograph of the Applicant. The photograph must be clear and taken within the past year. It may include the Applicant, the Applicant and his or her family, pet, etc.

Letters of Support

Each application may also contain up to 2 letters of support. Letters of support are not required and applications without letters of support are considered equally with all other applications. Letters of support should be 1-2 pages in length and include a clear description of:

- ❖ Your relationship to the Applicant and his or her family;
- ❖ How and why fulfilling the Applicant's Dream will impact his or her life.

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

DREAMWEAVER FULFILLMENT AGREEMENT

1. **Granting of Dream.** Upon execution of this Dreamweaver Fulfillment Agreement (this “**Agreement**”) by an authorized representative of the Heslin Family Foundation (the “**Foundation**”), the Foundation agrees to fulfill the Dream (the “**Dream**”) contemplated in the Dreamweaver Project Dream Application (the “**Application**”) submitted to the Foundation for the person identified below (the “**Applicant**”) and Applicant’s immediate family members or caregiver – such as a spouse, mother, father, caregiver, sibling, and/or other dependent children who live in the home and who are under the age of 18 (collectively, the “**Participants**”), subject to the terms and conditions set forth in this Agreement. The Foundation reserves the right in its sole and absolute discretion, to decide if a Dream will be granted and on what terms. The Foundation shall have no obligation to fulfill any Dreams hereunder if it elects to terminate or abandon such Dreams pursuant to section 9 below.

2. **Disclosure of Medical Condition.** The Applicant grants the Foundation the right to disclose the nature of the Applicant’s medical condition in the fulfillment of the Dream and for promotional purposes of the Foundation. Furthermore, the Applicant grants the Foundation permission to obtain such medical information about the Applicant that the Foundation deems necessary or appropriate in order to review and evaluate the Applicant’s Dream to fulfill the Dream and authorize all physicians and medical care providers to provide the Foundation with all medical information.

Applicant or Applicant Parent/Legal Guardian Initial

Participant or Participant Parent/Legal Guardian Initial

3. **Waiver and Release of Liability; Photo and Video Release.** Prior to the participation in the Dream, the Applicant and all participants must each separately agree to and sign the *Dreamweaver Project Waiver of Release and Liability and Photo and Video Release* (collectively, the “**Release**”). The Release generally sets forth that each Participant forever waives any and all rights or claims he or she may have or may hereafter acquire against the Foundation, its officers, directors, agents, and employees arising out of any injury, harm damage or loss of any kind to body or property, including without limitation the transmission of infectious or communicable disease and/or attorneys’ fees (collectively “**Losses**”) suffered or incurred by the Applicant, and any Participant, arising out of or in any way related to the Foundation’s preparation, execution or fulfillment of the Dream, whether or

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

not such Losses were caused by the ordinary negligence or omission of the Foundation or any other person.

Applicant or Applicant Parent/Legal Guardian Initial

Participant or Participant Parent/Legal Guardian Initial

4. **Indemnity.** Applicant, and all Participants, jointly and severally, do hereby agree to indemnify and hold the Foundation, its members, officers, directors, agents, and employees harmless of and from any and all Losses suffered or incurred by the Foundation, its officers, directors, agents, and employees (collectively, the “**Indemnified Parties**”) as the result of any claim, lawsuit, or action arising from the actions or omissions of Applicant and any participant during the preparation, execution and fulfillment of the Dream, or due to a breach by Applicant, or any Participants, of the representations, warranties or covenants contained in this Agreement. The indemnification provided to the Indemnified Parties under this Section 4 includes, but is not limited to, reasonable attorneys’ fees and costs incurred by the Indemnified Parties in retaining attorneys of the Foundation’s choosing to defend any and all such claims, lawsuits, and actions.

Applicant or Applicant Parent/Legal Guardian Initial

Participant or Participant Parent/Legal Guardian Initial

5. **Participants.** No person may accompany the Applicant during any portion of the Dream, unless specifically agreed to in writing between the Foundation and Applicant. No person may accompany the Applicant during any portion of the Dream, unless said person agrees to and executes a copy of this Agreement and the Release.
6. **Expenses.** The expenses the Foundation agrees to pay are those foreseeable and directly related to the fulfillment of the Dream. The Applicant and Participants together understand that they may be forced to incur substantial expenses as a result of unforeseen events or circumstances beyond the Foundation’s control, especially if fulfillment of the Dream involves travel. The Foundation shall not have any responsibility or liability for expenses incurred by Applicant or Participants which have not been expressly assumed or agreed to by the Foundation pursuant to this Agreement, which have been caused by unforeseen

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

events, or circumstances beyond the Foundation's control. For example, a particular Dream may contemplate the Foundation paying for certain specific expenses for a specified period of time while the Applicant and/or Participants are traveling away from home. If the Applicant and/or Participant's medical condition deteriorates such that immediate hospitalization is necessary, the Applicant and/or Participant 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 the Applicant and/or Participant to pay for all expenses in excess of those for which the Foundation has agreed to pay, whether medically-related, for meals and lodgings, including hospitalization, or for other goods, or services of any nature. **If death or a medical emergency occurs during or subsequent to the Dream, the Foundation is unable to assist in any way.**

Applicant or Applicant Parent/Legal Guardian Initial

Participant or Participant Parent/Legal Guardian Initial

7. **Fundraising.** If needed, a campaign may be undertaken in your community, with the Foundation's prior approval, to raise funds and/or in-kind contributions (including frequent flyer miles) to contribute to fulfillment of the Dream. Funds or in-kind contributions raised will be used for your Dream up to a maximum allocation as determined by the Foundation. Funds or in-kind contributions raised in excess of the allocation for your Dream will be used or distributed in the discretion of the Foundation in a manner consistent with its status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.
8. **Representations and Warranties.** Applicant and all Participants make the following representations and warranties to the Foundation:
- (a) Applicant makes the following representations and warranties to the Foundation:
 - i. Applicant has provided a true and full disclosure of all medical conditions to the Foundation;
 - ii. All information contained in the Application and any materials provided in support of the Application are true and correct in all material respects;
 - iii. Applicant has not previously been granted a Dream by the Foundation or another charitable dream-granting organization;

Applicant or Applicant Parent/Legal Guardian Initial

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

(b) Applicant and all Participants, jointly and severally, make the following representations and warranties to the Foundation:

- i. they will notify the Foundation if and when the Applicant or any Participant's medical condition should deteriorate at any time prior to fulfillment of the Dream;
- ii. they are carrying, or during the fulfillment of the Dream shall be carrying, full medical insurance, including any additional coverage which may be required as a result of the Dream to be fulfilled, or that they assume the risk and personal responsibility of failing to carry adequate medical insurance;
- iii. 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 the Foundation's reasonable control (e.g., as described in paragraph 6), and they assume the risk and personal responsibility for such expenses;

if fulfillment of the Dream involves travel or the gathering, participation or exposure to large groups, they are fully aware of the health and safety risks associated with such Dreams, including, without limitation, potential exposure to infectious or communicable diseases, impositions or quarantine, restrictions of movement and/or travel advisories, natural disasters, acts of terrorism, mechanical malfunction or failures, the threat of any of the foregoing risks, or the occurrence of any loss, damage cost or expense, including Losses, as a result;

- iv. in requesting that the Foundation fulfill the Dream, the Applicant and/or Participants are not relying upon nor have they received any counsel or advice from the Foundation with respect to the advisability of or the risks attendant to fulfillment of the Dream.

9. **Termination of Dream.** The Foundation shall terminate preparation and/or fulfillment of the Dream after the signing of the Agreement, if: (1) the Foundation determines, after consulting with a medical professional of its choosing, that fulfillment of the Dream may endanger the health or safety of Applicant or of others involved in the Dream; (2) the Foundation determines, after consulting with a medical professional of its choosing, that the Applicant is or will be incapable of appreciating or utilizing the goods, services, or activities related to the Dream; (3) the Applicant passes away prior to the fulfillment of the Dream; (4) the Foundation determines, in its sole and absolute discretion, that the Applicant, the Dream, or the Participants in the Dream do not complement the values of the Foundation or those of any corporate partners regarding the Dream; (5) Applicant and any Participants have breached any of the representations, warranties or covenants contained in this

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

- Agreement, or (6) the Dream is in violation of the rules, policies or procedures of the Foundation or any corporate partners regarding the Dream, as in effect from time to time. In the event the Applicant or the Foundation terminates preparation or fulfillment of the Dream, Applicant and all Participants agree that the Foundation shall not be held liable or responsible for any expenses that Applicant or any Participants may have incurred in contemplation of the Foundation's fulfilling the Dream. Only the Foundation may make a request for resources on behalf of a Dream. If the Applicant or any Participants, or anyone having knowledge of this Dream uses the name of the Foundation to solicit support, the Dream will be immediately disqualified and terminated.
10. **Further Assurances.** Applicant and all Participants agree that they shall, at the request of the Foundation, execute and deliver to the Foundation all further documents that the Foundation deems necessary or appropriate in order to prepare, execute and fulfill the Dream, including without limitation, evidence of permission to perform a background check on the Applicant and Participants.
 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; Jurisdiction.** The laws of the state of California shall govern this Agreement, without regard to its conflict of laws principles. The sole and proper venue shall be the state and federal courts having jurisdiction in Orange County, California.
 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, the Application, and all materials provided in support of the Application constitute the entire agreement and understanding of the parties with respect to the transaction contemplated hereby, and supersede 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.

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

18. **Proof of Financial Hardship.** Applicant understands the Foundation reserves the right to request documentation of financial hardship, and the granting of Applicant's Dream is contingent on the production of such documentation.

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 this Agreement before they will be permitted to take part in the Dream, but their signature is not required to submit the Dream Application.

Applicant or Applicant Parent/Legal Guardian Name

Applicant or Applicant Parent/Legal Guardian Signature

Date

[Participant Signature Page Follows]

Participant or Participant Parent/Legal Guardian Name

Participant or Participant Parent/Legal Guardian Signature

Date

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

Participant or Participant Parent/Legal Guardian Name

Participant or Participant Parent/Legal Guardian Signature

Date

Participant or Participant Parent/Legal Guardian Name

Participant or Participant Parent/Legal Guardian Signature

Date

Participant or Participant Parent/Legal Guardian Name

Participant or Participant Parent/Legal Guardian Signature

Date

Participant or Participant Parent/Legal Guardian Name

Participant or Participant Parent/Legal Guardian Signature

Date

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

WAIVER OF RELEASE AND LIABILITY

(To Be Completed Separately by Applicant and Each Participant)

The Individual, or the Parent/Legal Guardian of the Individual (collectively, “**I**”, “**My**”) named below desires to participate in the Heslin Family Foundation’s *Dreamweaver Project* (the “**Project**”). In consideration of being permitted by the Heslin Family Foundation (the “**Foundation**”) to participate in the Project, and in recognition of the Foundation’s reliance hereto, I agree to all the terms and conditions set forth in this instrument (this “**Release**”).

This Release generally sets forth that I expressly waive any and all rights or claims I may have or may hereafter acquire against the Foundation, its officers, directors, agents, and employees arising out of any injury, harm damage or loss of any kind to body or property, death, or property damage, whether known or unknown, including, without limitation, the transmission of infectious or communicable disease, and/or attorneys’ fees (collectively “**Losses**”) suffered or incurred by me arising out of or in any way related to the Foundation’s preparation, execution or fulfillment of the Project, whether or not such Losses were caused by the ordinary negligence or omission of the Foundation or any other person.

I expressly waive and release any and all claims that I may have for any Losses, whether known or unknown, against the Foundation, its owners, employees, agents, affiliates, successors, and assigns (collectively, “**Releasees**”) arising out of or attributable to my participation in the Project, whether arising out of the ordinary negligence of the Foundation or its Releasees. I expressly agree not to make or bring any such claim against the Foundation or its Releasees, and forever release and the Foundation or its Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be released by this Release.

I understand that by signing this Release, I am waiving any and all claims of any kind arising out of or attributable to my participation in the Project, including those claims that may be unknown to me or which I do not suspect to exist at this time. With the intention of waiving all known and unknown and unsuspected claims, I expressly waive all rights, benefits, and protections I may have under California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Individual or Individual’s Parent/Legal Guardian Initial

I am aware of and understand that my participation in the Project involves an inherent risk of injury and illness including, but not limited, the Losses, and other risks associated with

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

participation in the Project activities. Notwithstanding these risks, I acknowledge that I am knowingly and voluntarily participating in the Project with an express understanding of the risks involved and agree to accept and assume any and all risks of injury, disability, death, or property damage arising from participation in the Project, whether caused by the ordinary negligence of myself, the Foundation or its Releasees. I acknowledge and understand that the Foundation and its Releasees recommend all individuals participating in the Project have the recommended medical attention, including, but not limited to, the Individual's treating physician or similarly situated medical professional, ambulance or MEDI-VAC services all readily available in the event of an emergency.

I agree to defend, indemnify, and hold harmless the Foundation and its Releasees any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, awarded against the Foundation and its Releasees in a final, non-appealable judgment arising out of or resulting from any claim of a third party related to my participation in the Project, including any claims arising out of my own negligence or the ordinary negligence of the Foundation and its Releasees.

This waiver shall remain in full force for any future activities with the Foundation until I revoke in writing, which must be mailed to the Foundation at 23421 S. POINTE DR., SUITE 270, LAGUNA HILLS CA 92653.

Acknowledgment of Release

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE FOUNDATION AND ITS RELEASEES FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF PARTICIPATION IN THE PROJECT.

I am the individual named below or the parent or legal guardian of the minor individual named below. I have the legal right to consent to, and by signing below, hereby do consent to the terms and conditions of this Release.

[Signature Page Follows]

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

Printed Name Individual: _____

Phone: _____

Signature: _____

Date: _____

Name of Parent/Legal Guardian: _____

Phone: _____

Signature: _____

Date: _____

Emergency Contacts:

Name: _____

Phone: _____

Name: _____

Phone: _____

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

PHOTO AND VIDEO RELEASE

(To Be Completed Separately by Applicant and Each Participant)

By signing below, I fully understand that I and/or my minor child may be photographed or videotaped while attending one or more events connection to my and/or my minor child's participation in the *Dreamweaver Project*. I hereby surrender all property rights to said photos or videos to Heslin Family Foundation. Further, I understand and agree that the Heslin Family Foundation may or may not choose to use these photos or videos for media or promotional use now or in the future, provided that such use must be tasteful and respectful, as determined in the reasonable discretion of Heslin Family Foundation.

Acknowledgment of Release

I am the individual named below or the parent or legal guardian of the minor individual named below. I have the legal right to consent to, and by signing below, hereby do consent to the terms and conditions of this Release.

Printed Name Individual: _____

Phone: _____

Signature: _____

Date: _____

Name of Parent/Legal Guardian: _____

Phone: _____

Signature: _____

Date: _____

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

HIPAA Form

**Authorization for Release of
Applicant's Protected Health Information**

**(Valid Authorization Under 45 CFR Chapter 164 and
California Civil Code Section 56)**

Statement of Intent: It is my understanding that Congress passed a law entitled the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) that limits use, disclosure or release of my health information (or, sometimes herein, “protected medical information”). I am signing this Authorization because it is crucial that my health care providers readily use, release or disclose my protected medical information to, or as directed by, that person or those persons designated in this Authorization to allow them to discuss with, and obtain advice from, others or to facilitate decisions regarding my health care when I otherwise may not be able to do so without regard to whether any health care provider has certified in writing that I am “incompetent” for purposes of California Probate Code Sections 4235, 4682 and 4690.

1. Appointment of Authorized Recipients

I, _____ (*write name*), an individual, hereby appoint the following persons, or any of them, as my Authorized Recipients for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under HIPAA, and as that term is defined by California Civil Code § 56.05(b)(referred to as my “**Authorized Recipient**”):

Individual designees of the Heslin Family Foundation and the
Dreamweaver Project

2. Grant of Authority:

Therefore, I authorize any health care provider (a “**covered entity**” as defined by HIPAA) in possession of my individually identifiable health information (“protected medical information”, as more fully defined below) to use, release and disclose such protected medical information in accordance with and as authorized by 45 CFR Sec(s). 164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 164.528, California Civil Code Section 56 Confidentiality of Medical Information Act (CMIA) (to the extent applicable), and corresponding laws concerning medical information confidentiality under other applicable state law (collectively, the “**Medical Information Privacy Laws**”).

I specifically authorize all covered persons and entities as defined in HIPAA and CMIA (or similar concepts under other applicable Medical Information Privacy Laws), including but not limited to doctors (including but not limited to physicians, podiatrists, chiropractors, or osteopaths), psychiatrists, psychologists, dentists, therapists, nurses, hospitals, clinics, pharmacies, laboratories, ambulance services, assisted living facilities, residential care facilities, bed and board facilities, nursing homes, medical insurance companies or any other health care providers or affiliates:

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

- a. to use, release and disclose any of my “**protected medical information**”, including but not limited to, reports and/or records concerning my medical and psychiatric history, condition, diagnosis, testing, prognosis, treatment, billing information and identity of health care providers, whether past, present or future and any other information which is in any way related to my health care. Additionally, this disclosure shall include the ability to ask questions and discuss this protected medical information with the person or entity who has possession of the protected medical information even if I am fully competent to ask questions and discuss this matter at the time. It is my intention to give a full authorization for access to, disclosure and release of ANY protected medical information by or to the persons named in this Authorization, as if each person were me;
- b. to, or as requested by, an Authorized Recipient;

3. Termination:

This Authorization is not affected by, and shall not terminate by reason of, my subsequent disability or incapacity. This Authorization shall terminate upon my death or upon my written revocation expressly referring to this Authorization and the date it is actually received by the covered entity. Proof of receipt of my written revocation may be by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the covered entity. Such revocation shall be effective upon the actual receipt of the notice by the covered entity except to the extent that the covered entity has taken action in reliance on it.

4. Re-disclosure:

By signing this Authorization, I acknowledge that the information used, disclosed, or released pursuant to this Authorization may be subject to re-disclosure by the Authorized Recipients whose names are written in paragraph 1 of this Authorization and the information once disclosed will no longer be protected by the rules created under the Medical Information Privacy Laws. No covered entity shall require my Authorized Recipients to indemnify the covered entity or agree to perform any act in order for the covered entity to comply with this Authorization.

5. Instructions to my Authorized Recipients:

My Authorized Recipients shall have the right to bring a legal action in any applicable forum against any covered entity that refuses to recognize and accept this Authorization for the purposes that I have expressed. Additionally, my Authorized Recipients are authorized to sign any documents that the Authorized Recipients deem appropriate to obtain use, disclosure or release of the protected medical information.

6. Valid Document:

A copy or facsimile of this original Authorization shall be accepted as though it was an original document.

THE HESLIN FAMILY FOUNDATION
DREAMWEAVER PROJECT
Dream Application

7. My Waiver and Release:

I hereby release any covered entity that acts in reliance on this Authorization from any liability that may accrue from the use, release or disclosure of my protected medical information in reliance upon this Authorization and for any actions taken by my Authorized Recipients.

8. Severability:

I intend that this authorization conform to United States and applicable state law (including California law to the extent applicable). In the event that any provision of this document is invalid, the remaining provisions shall nonetheless remain in full force and effect.

I understand that I have the right to receive a copy of this authorization. I also understand that I have the right to revoke this authorization and that any revocation of this authorization must be in writing.

Applicant Name

DOB:

Dated: _____

Applicant Signature

Applicant Parent/Legal Guardian Name

Dated: _____

Applicant Parent/Legal Guardian Signature