

Please Read & Sign Dream Agreement

Dream Recipient: _____

Dream Requested: _____

Alternate Dream: _____

(NOTE: The dream will not be granted to family or friends if the recipient's health deteriorates and they are unable to participate)

1. **Granting of Dream.** The Dream Lives On – The Dave Bruchhauser Fund (hereinafter “The Dream Lives On”) agrees to pursue the fulfillment of the Dream of the person named above (“Recipient”) in accordance with the terms and conditions of this agreement. The Dream Lives On reserves the rights in its sole discretion, to decide which of the dreams, if any, will be granted.
2. **Permission to Disclose Medical Condition.** Recipient grants The Dream Lives On the right to disclose the nature of his/her medical condition in the preparation, fulfillment, and execution of the dream. Furthermore, the recipient grants The Dream Lives On permission to obtain all medical information about recipient, including a full medical report, which The Dream Lives On may feel necessary or useful for consideration or fulfillment of the dream. Recipient authorizes all physicians and medical care providers to provide The Dream Lives On with all medical information.
3. **Relatives/Friends.** No person may accompany the recipient during any portion of the dream fulfillment unless specifically agreed to in advance and in writing between The Dream Lives On and recipient.
4. **Waiver.** The recipient, relatives, and friends (hereinafter collectively referred to as “participants”) hereby waives any and all rights he, she, or they may have or may hereafter acquire against The Dream Lives On, its officers, directors, agents, employees, and representatives arising out of any injury, harm, damages, or losses suffered by recipient and participants, or any of them arising out of or in any way related to The Dream Lives On consideration, preparation, execution, fulfillment or participation in the dream, regardless of whether such loss or harm is caused by the active, passive, or gross negligence of The Dream Lives On, its officers, directors, agents, employees, or representatives.
5. **Release.** Recipient and participants together, and each of them individually, understand that involvement in the wish may involve risk of injury or harm to themselves and agree that they understand any and all such risks, that this risk is knowingly and fully assumed by recipient and participants. In addition, and in consideration of The Dream Lives On considering the dream and, if it so determines, granting the dream, recipient and participants do hereby forever release and agree to hold harmless The Dream Lives On, its officers, directors, agents, employees, and representatives from any and all liability, claims, lawsuits, damages, or losses, whether known or unknown, which may be connected with, result from, or arise out of the consideration, execution, preparation, fulfillment, or participation in the dream, of whatever nature and to whatever extent, regardless of whether such loss or damage is caused by the active, passive, or gross negligence of The Dream Lives On, its officers, directors, agents, employees, or representatives. This includes, but is not limited to, any problems with transportation, food and lodging, medical conditions – both physical and emotional – entertainment, photographs, publicity, accidental injury, and death.

The undersigned understands and acknowledges that the settlement reflected herein is the compromise of a disputed claim and that any payment made is not to be construed as an admission of liability on the part of the Releasee, by whom liability is expressly denied. Familiarity with the decision of the Alaska Supreme Court in the case of *Young v. State*, 455 P.2d 889 (Alaska 1969) is also acknowledged, and any protection of the holding therein relevant to the present case is hereby expressly waived by the undersigned. All individuals, firms, or corporations which could at any future date be possible defendants in any action arising out of these matters are hereby fully released as though they were specifically listed and named herein.

In view of the Alaska Supreme Court case of *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978), with which parties are familiar, it is specifically set forth that it is the intention of the Releasee and undersigned, and it is the purpose of this agreement, to discharge absolutely the liability of the Releasee and any and all claims arising out of the damages to the undersigned and the undersigned acknowledges and assumes individually all risk, chance or hazard that the damages suffered may be different, or may become progressive, greater or more extensive than is now known, anticipated or expected. Furthermore, the undersigned specifically releases any right that the undersigned may now or hereafter have to reform, rescind, modify or set aside this Release of All Claims through mutual or unilateral mistake or otherwise, the risk of such uncertainty and mistake is assumed by the undersigned in consideration of the present payment herein mentioned and in consideration of this being a final settlement.

6. **Indemnity.** Recipient and participants, together and each of them individually, hereby agree to indemnify and hold harmless The Dream Lives On, its officers, directors, agents, employees, and representatives of and from any and all losses suffered by The Dream Lives On, its officers, directors, agents, employees, and representatives as the result of any claim, lawsuit, or action arising out of or relating in any manner to The Dream Lives On's consideration, preparation, execution, fulfillment or participation in the dream, or to breach by recipient and participants, or any of them, of the representation and warranties contained in this Agreement. Said hold harmless and indemnity includes, but is not limited to, reasonable attorneys' fees and costs incurred by The Dream Lives On, its officers, directors, agents, employees, and representatives in retaining attorneys of The Dream Lives On and their choice to defend any and all such claims, lawsuits, and actions.
7. **Dream Expenses.** The expenses The Dream Lives On has agreed to pay for are those foreseeable and directly related to the fulfillment of the dream. Recipient and participants together, and each of them individually, understand that they may be forced to incur substantial expenses as a result of foreseeable or unforeseen events or circumstances beyond The Dream Lives On's control, especially if fulfillment of the dream involves travel. The Dream Lives On shall not have any responsibility or liability for expenses incurred by recipients and participants, or any of them, which have not been expressly assumed by The Dream Lives On pursuant to the Agreement.

For example, a particular dream may contemplate The Dream Lives On paying for certain specific expenses (such as car rental) 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 dream. In that event, it will be the sole responsibility of recipient to pay for all expenses in excess of those for which The Dream Lives On has agreed to pay, whether medically related, for meals, lodging (including hospitalization), transportation, a change in travel plans, or for other goods or services of any nature.

8. **Fundraising.** As a recipient in The Dream Lives On program, if needed, a fundraising campaign may be undertaken in your community, with your prior approval, to raise necessary funds and/or airline miles to fulfill the dream. Money raised will be used for your dream with any funds or miles raised above the allocation to be used for a future dream.
INITIAL HERE: By initialing, I acknowledge that I have read and understand the fundraising guidelines described above: _____ (Recipient must initial here)

9. **Representations and Warranties.** Recipient and participants, together and each of them individually, make the following representation and warranties to The Dream Lives On:
 - a) they have made a true and full disclosure of recipient's medical condition and medical needs to The Dream Lives On;
 - b) they will notify The Dream Lives On if and when recipient's medical condition should deteriorate at any time prior to fulfillment of the dream;
 - c) 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 granted, 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 substantial expenses which they may be forced to personally incur as a result of foreseeable or unforeseen circumstances or events beyond The Dream Lives On's reasonable control (more fully explained in paragraph 7), and that they assume the risk and personal responsibility for such expenses;
 - e) Recipient has not previously been granted a dream by The Dream Lives On or another charitable dream-granting organization; and
 - f) In requesting The Dream Lives On to grant the dream, they are not relying upon nor have they received any counsel or advice from The Dream Lives On with respect to the advisability of or the risks attendant to the dream.

10. **Termination of Dream.** The Dream Lives On reserves the right, in its sole and absolute discretion, to abort consideration, preparation, execution, fulfillment, or participation in your dream at any time after the signing of this Agreement if The Dream Lives On should determine that (a) recipient is or will be incapable of appreciating or utilizing the goods, services, or activities related to the dream, (b) events or circumstances render it impractical, imprudent, or inadvisable to grant or continue to grant the dream, (c) recipient and participants, or any of them, have breached any of the representations and warranties contained in this Agreement. In the event The Dream Lives On aborts consideration, preparation, execution, fulfillment or participation in the dream, recipients and participants, together and individually, agree that The Dream Live On shall not be held liable or responsible for any expenses which recipients, participants, family members and friends, or any of them, may have incurred in contemplation of The Dream Live On's granting the dream.

NOTE: Only The Dream Lives On may make a request for resources on behalf of a dream. If the recipient, family members, friends or anyone having knowledge of this dream uses the name of The Dream Lives On, without the approval of The Dream Lives On, to solicit support, the dream will be immediately disqualified and terminated.

11. **Further Assurances.** Recipient and participants, together and individually, agree that he, she, and they shall, at the request of The Dream Lives On, execute and deliver to The Dream Lives On all further documents that The Dream Lives On deems necessary or appropriate in order to prepare, execute, and grant the dream.
12. **Counterparts and Faxes.** The Agreement may be executed in counterparts, any of which shall be deemed an original. Faxed signatures on this Agreement shall be deemed as originals.
13. **Amendment.** This Agreement shall not be modified, amended, or superceded except by written Agreement executed by The Dream Lives On, recipient, and all participants.
14. **Governing Law.** The Agreement shall be governed by the laws of the state of Alaska; the state in which The Dream Lives On is based.
15. **Binding Effect.** The Agreement is binding to all heirs, successors, representatives, and assigns of each and 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 (otherwise referred to as "the dream") contemplated herein, and supercedes all prior agreements, arrangements, and understandings related to the subject matter. No representation, promise, inducement, or statement of intention has been made by an of the paries 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. **Grant of Right of Publicity.** RECIPIENT AND PARTICIPANTS UNDERSTAND AND AGREE THAT FULFILLMENT OF THE DREAM MAY RESULT IN PUBLICITY, WHETHER OR NOT THE DREAM LIVES ON – THE DAVE BRUCHHAUSER FUND ACTIVELY TAKES STEPS TO PUBLICIZE THE DREAM.

OPTION 1: Recipient and participants, individually and together, hereby irrevocably authorize The Dream Lives On:

- (a) to publicize and use recipient and 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 recipient and participants, individually or together, in any manner The Dream Lives On chooses;
- (c) to copyright, convey, or otherwise distribute, now or in the future, any such material involving recipient and participants, individually or together, for any purpose whatsoever to anyone, including the general public, magazines, newspapers, television, radio stations, The Dream Lives On's web site, or anyone else;
- (d) to publicize, now or in the future, the names of recipient and participants, individually or together, including information regarding them, their physical or emotional conditions, and the details of any dream granted.

Recipient and participants, individually or together, agree that it is not necessary for The Dream Lives On or anyone else to contact them prior to releasing any information authorized by this Agreement. Recipient and participants, individually and together, hereby release The Dream Lives On, its officers, directors, agents, employees, and representatives, 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 recipient, participants, and the dream.

Initial here if Option 1 is selected _____

OPTION 2: Recipient and participants request that the dream not be actively publicized by The Dream Lives On to the news media and general public. However, recipient and participants, individually and together, understand and acknowledge that information regarding the dream, recipient, and participants will necessarily be discussed with and disclosed to those involved in the dream process. Recipient and participants, individually and together, also understand and acknowledge that, even if The Dream Lives On does not actively publicize the dream, the general public and news media may obtain information concerning Recipient, Participants, and the dream from other sources, resulting in publicity.

Initial here if Option 2 is selected _____

Recipient and each of the participants acknowledge reading and understanding this LIABILITY RELEASE AND PUBLICITY AUTHORIZATION prior to signing it. For any minor participants, the signature of his/her parent or guardian is both on behalf of the parent or guardian and on behalf of the minor. Recipient and each of the participants 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 recipient and each of the participants.

PLEASE NOTE – THE DREAM RECIPIENT, ALL PARTICIPANTS, AND THE WITNESS MUST SIGN ON THE FOLLOWING PAGE.

By signing below, I affirm and acknowledge that I have read this Agreement, and have been given an opportunity to ask any questions I may have. I have received a copy and fully understand and agree with its provisions. With my signature, I bind myself, my children including any minor children, my heirs, successors, assigns, and estates to the conditions, releases, waivers, and indemnities described in this Agreement.

The Dream Lives On – The Dave Bruchhauser Fund

Printed Name: Michele Bruchhauser, Founder

Signature: _____

Date: _____

Dream Recipient

Printed Name: _____

Signature: _____

Date: _____

Participants – COMPLETE THIS SECTION FOR TRAVEL DREAMS ONLY

NOTE: A parent or legal guardian must sign for each participant under the age of 18. Please copy page if there are additional Participants.

PARTICIPANT

Print Name: _____ Relationship: _____ Age: _____

Signature: _____ Date: _____

PARTICIPANT

Print Name: _____ Relationship: _____ Age: _____

Signature: _____ Date: _____

PARTICIPANT

Print Name: _____ Relationship: _____ Age: _____

Signature: _____ Date: _____

PARTICIPANT

Print Name: _____ Relationship: _____ Age: _____

Signature: _____ Date: _____

WITNESS (Cannot be a participant in dream)

Print Name: _____ Relationship: _____

Signature: _____ Date: _____