

DREAM REQUEST APPLICATION

Dear Dream Applicant:

Woody's Dare to Dream Foundation is a wish granting organization that helps those who dare to dream to achieve those dreams.

As an applicant you may request a dream for yourself, someone you love or someone you feel could use a little help in achieving their dream.

Please read this form very carefully and follow all the instructions to complete the steps to make your dream come true.

Incomplete applications will delay processing of the application so please submit all the required information.

Step 1 – The Dream

Clearly describe your dream or the dream of the person you are applying for and what you believe it will take to achieve that dream.

Step 2- General Information

Applicant's Name:	
Address:	
-	
Phone:	
Email:	
Are you applying for someone other than yourself?	
Yes No	
If Yes please fill out the following section:	
Recipient's Name:	
Address:	
-	
Phone:	
Relationship to the Applicant:	

STEP 3 – PUBLICITY RELEASE

By submitting your dream request, your dream may appear on our website or may be describe at one of our Charity Events. Woody's Dare to Dream Foundation respects the privacy of our dreamers and will only use first names when sharing your story.

If your dream application is accepted, Woody's Dare to Dream Foundation would like your permission to share your story in extended media. By sharing your dream we are able to raise awareness and potential donations for your dream.

I agree to have my story on Woody's Dare to Dream Foundation website, in extended media and/or described at a Charity Event.

Please do not have my story on Woody's Dare to Dream Foundation website, in extended media and/or described at a Charity Event. I understand by doing so, this may limit the amount of resources available to me.

Dream Applicant/Recipient:

Signature:_____

Date: _____

Dream Recipient's Parent/Guardian

(if Recipient is under the age of 19 years old at time of application)

Signature: _____

Date:_____

Step 4 – DREAM AGREEMENT

RECIPIENT OR GUARDIAN MUST INITIAL EACH PARAGRAPH

- 1. **Granting of Dream**. Woody's Dare to Dream Foundation ("WDDF") agrees to pursue the fulfillment of the Dream of the person named above ("Recipient") in accordance with the term san conditions of this agreement. WDDF reserves the right in it is sole discretion to decide if a dream will be granted.
- 2. **Permission to disclose any personal information**. The Recipient grants the WDDF the right to disclose any person information to the extent necessary in the fulfillment of the Dream.
- 3. **Relatives/Friends**. No person may accompany the Recipient during any portion of the Dream fulfillment, unless specifically agreed to in writing between WDDF and the Recipient.
- 4. **Waiver**. The Recipient hereby waives and all rights he or she may have or may have hereafter acquire against WDDF, its officers, directors, agents, employees arising out of any injury, damages, or losses suffered by the Recipient, family friends or each and any of them, arising out of or in any way related to WDDF preparation, execution or fulfillment of the Dream, regardless of whether such loss or harm is caused by the active, passive or gross negligence of WDDF or any other person.
- 5. Release. Recipient, relatives or friends, together, and each of them individually, does hereby forever release and remise WDDF, its officers, directors, agents, and employees from any and all claims, lawsuits, damages, or losses arising out of or in any way related to Woody's Dare to Dream Foundation preparation, execution or fulfillment of the Dream, any suffered by Recipient, relatives or friends, 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 WDDF or any other person.
- 6. **Indemnity**. Recipient, relatives or friends, together and each of them individually, hereby agree to indemnify and hold harmless WDDF, its officers, directors, agents, and employees of and from any and all losses suffered by WDDF, its officers, directors, agents, and employees as the result of any claim, lawsuit, or action arising out of or relating in any manner to WDDF's preparation, execution and fulfillment of the Dream, or to breach by Recipient, relatives or friends 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 WDDF, it officers, directors, agents, and employees in retaining attorneys of WDDF's choice to defend any and all such claims, lawsuits, and actions.

- 7. Termination of dream. Woody's Dare to Dream Foundation reserves the right, in its sole and absolute discretion, to abort preparation or fulfillment of the Dream at any time after the signing of this Agreement, if WDDF should determine that:
 - (a) fulfillment of the Dream 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 Dream, or

(c) events or circumstances render it impractical, imprudent, or inadvisable to

fulfill or continue to fulfill the Dream of this Agreement.

In the event WDDF aborts preparation, or fulfillment of the Dream, Recipient, relatives and friends agree that WDDF shall not be held liable or responsible for any expenses that Recipient, relatives and friends may have incurred in contemplation of WDDF's fulfilling the Dream. NOTE: Only Woody's Dare to Dream Foundation may make a request for resources on behalf of a dream. If the dream Recipient, family members, friends or anyone having knowledge of this dream uses the name of Woody's Dare to Dream Foundation to solicit support, the Dream will be immediately disqualified and terminated.

- 8. **Further Assurances.** Recipient, relatives and friends agree that he or she shall, at the request of WDDF, execute and deliver to WDDF all further documents that WDDF deems necessary or appropriate in order to prepare, execute and fulfill the Dream.
- 9. **Counterparts**. This Agreement may be executed in counterparts, any of which shall be deemed to be an original.
- 10. **Amendment**. This Agreement shall not be modified or superseded, except by a writing executed by the parties.
- 11. **Governing law.** The laws of British Columbia and Canada that Woody's Dare to Dream Foundation is based shall govern this Agreement.
- 12. **Binding effect.** This Agreement is binding on all heirs, successors, representatives, and assigns of all parties hereto.
- 13. **Severability**. If any portion of this Agreement shall be determined to be invalid or unenforceable, all other portions shall remain valid and enforceable.
- 14. 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.

- 15. **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.
- 16. Grant of Right of Publicity. PARTICIPANTS UNDERSTAND AND AGREE THAT FULFILLMENT OF THE WISH MAY RESULT IN PUBLICITY, WHETHER OR NOT WOODY'S DARE TO DREAM FOUNDATION ACTIVELY TAKES STEPS TO PUBLICIZE THE WISH. _____

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.

Dream Recipient

Date

Dream Participant

Date

Dream Participant

Date