

# Send Me On Vacation Application Packet

**Please complete and return this application by mail to**

**Send Me On Vacation, Inc.  
3050 South Durango Drive  
Las Vegas, Nevada 89117**

**Incomplete applications will be rejected and addendums to applications will not be accepted.**

**Your application to Send Me On Vacation does NOT guarantee a vacation. Recipients will be notified personally upon their selection. Additional correspondence is not necessary.**

**Please be sure your Application is complete and includes all releases, required signatures where indicated, story, photographs, etc. as requested. Incomplete applications will not be considered and addendums to your original application will not be accepted.**

**Disclaimer:** Send Me On Vacation, Inc. (SMOV) reserves the right, in its sole discretion, to decide which vacation will be selected for a recipient and which vacation benefits are to be included. Applicant further acknowledges that SMOV grants Vacations without bias to race, religion, age, gender, marital status, or sexual orientation.

## General Requirements For SMOV Application

- ✓ Applicant must be diagnosed with breast cancer and have undergone treatment.
- ✓ The Application must be made by the Applicant, not a friend or family member.
- ✓ The Applicant must acknowledge that the Vacation will be safe and not be contraindicated by her or his medical providers.
- ✓ Applicant must submit a personal story expressing her or his desire to attend a SMOV vacation including how he or she feels the vacation will benefit his or her emotional well-being.
- ✓ Applicant must complete, sign and send the SMOV Application Form, Contact Information, SMOV Vacation Preferences, and SMOV Agreement to SMOV at 3050 S Durango Drive, Las Vegas, NV 89117 or via email to [communications@sendmeonvacation.org](mailto:communications@sendmeonvacation.org).
- ✓ Applicant must complete, sign and send the HIPAA (Health Insurance Portability and Accountability Act) form.
- ✓ **Due to resort and cruise line policies, Applicants must have a valid credit card to check into hotel/cruise vacations. Applicants who do not have a credit card for a security deposit for incidental charges will not be accepted due to the policies of our sponsors.**
- ✓ **Applicant must be healthy enough to travel on airplanes and cruise ships, and be able to carry their own luggage, walk long distances on ships or at large resorts, have a passport for foreign travel, understand they will be assigned a roommate, be responsible for taking medications and have a credit card with available credit of \$600.00 to check into hotels and cruise ships.**
- ✓ Most Empowerment Vacations are to countries that do not have laws like the Americans with Disabilities Act and thus don't have facilities to accommodate those with special needs.
- ✓ Applicant's physician must fill out and return to SMOV the Medical Statement and Consent to Participate.

- ✓ Please include a current photograph of the Applicant in .jpeg or other high-resolution format. Images must be sent by email to [communications@sendmeonvacation.org](mailto:communications@sendmeonvacation.org). Faxed, mailed or late photographs will not be accepted.

## VACATION PROGRAMS

### BEACH THERAPY

By SFX Preferred Resorts

Allow tranquility to engulf your spirit where the deep blue sea meets the natural sand in stunning Mexico. This program focuses on total relaxation and peace of mind, which often includes guided meditation as therapy. Facilitated sessions take place each morning and attendance is mandatory. We believe a healthy mind allows healing to begin as it works its way into the physical body and soul.

### ITALIAN DREAMS

By Hilltown Tours

The Italian Dreams vacation allows survivors of all stages to fulfill their lifelong dream of traveling to Italy. This authentic style vacation is designed to provide recipients with a rich cultural experience, touring small Tuscan towns. Enjoy a private Italian chef daily, and the opportunity to create friendships with others from around the world.

### A MERMAIDS JOURNEY

By Lifestyle Holidays Vacation Club

Dive in and find your inner beauty, strength, and grace as you transform into a gorgeous mermaid. The Mermaids Journey program encourages each participant to reconnect to the archetype of a woman as she embarks on a week of discovery and self-care. This empowering vacation includes a spa day and an exciting mermaid photo shoot.

### WOMEN IN THE VINEYARD

By Buccelletti Casali & Cantina

Join the women of the family who work together at Buccelletti Casali & Cantina to provide warm hospitality in an idyllic Tuscan villa for a truly unforgettable week. When you spend your days in the vineyards and your nights under the Tuscan stars, your spirit sparkles!

## REVIVE & THRIVE by Grand Pacific Resorts

In partnership with Grand Pacific Resorts, the Revive & Thrive program is an opportunity for Owners with Grand Pacific Resorts to donate their week to transform the life of a family in need. This 4 to 7 day excursion is exclusive to Grand Pacific Resort destinations and is offered as a freestyle program throughout the year and once a year as a group.

## VACATION ANGELS A Mentoring Experience

Vacation Angels are past recipients who wish to travel on additional vacations and mentor new SMOV recipients. If you've traveled with SMOV and want to share your excitement about the program, becoming a vacation angel is a great way to continue to connect with other breast cancer survivors and see the world. The cost to attend a vacation is \$100 per night which includes your accommodation, taxes, meals, and activities.

## SMOV APPLICATION FORM

Please Print Clearly

Applicant's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Number: (\_\_\_\_) \_\_\_\_\_

Applicant's Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Applicant's E-Mail Address: \_\_\_\_\_

Name of Referring Organization or Individual: \_\_\_\_\_

Applicant's Physician's Name: \_\_\_\_\_

Applicant's Physician's Address / City / State / Zip Code: \_\_\_\_\_

\_\_\_\_\_

Applicant's Physician's Telephone & Facsimile Numbers:

Telephone: (\_\_\_\_) \_\_\_\_\_ Facsimile: (\_\_\_\_) \_\_\_\_\_

Applicant's Physician's Facility (Name of Clinic, Hospital, etc.): \_\_\_\_\_

If you are also working with a Nurse/Social Worker/Hospice Worker please provide:

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

**Applicant's Contact (Must not live with Applicant):**

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

**Contact's Relationship to Applicant:** \_\_\_\_\_

**Contact's Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact's Home Phone:** (\_\_\_\_) \_\_\_\_\_ **Cell Number:** (\_\_\_\_) \_\_\_\_\_

**Contact's Email Address:** \_\_\_\_\_

## **SMOV VACATION PREFERENCES**

**Applicant's Vacation Preferences: Please check one of the boxes below.**

- I am applying for Beach Therapy**
- I am applying for Italian Dreams**
- I am applying for A Mermaid's Journey**
- I am applying for Women in the Vineyard**
- I am applying for Revive & Thrive**
  
- I am applying for Vacation Angel – A Mentoring Experience**

SMOV in sponsoring Send Me On Vacation makes no warranties that any Vacation Preference can or will be granted and that all Vacations awarded by SMOV are the sole decision of the Board of Directors.

Vacations are granted as donors are found and funds are available.

**I understand that by returning this SMOV Vacation Preference, I give SMOV permission to share my Vacation Preferences with potential donors and any and all potential media sources.**

**Dated:** \_\_\_\_\_

**Applicant's Signature:** \_\_\_\_\_

**Your application to Send Me On Vacation does NOT guarantee a vacation. Recipients will be notified personally upon their selection. Additional correspondence is not necessary.**



## **SMOV APPLICANT AGREEMENT**

**1. Granting of Vacation:** SMOV agrees to consider and pursue the fulfillment of the Vacation Preferences of the Applicant in accordance with the terms and conditions of this Agreement; however, only certain locations are available as a result of Vacation Donations. SMOV reserves the right in its sole discretion to decide which of the Applications and Vacation Preferences will be granted. It is understood that a limited number of Vacations are able to be fulfilled and that donors to SMOV vary from year to year. It is further understood that fully completed Applications must be submitted timely, but are not granted in the order in which they were received. Once a Vacation is awarded, there may be time restrictions on when the Vacation must be used and Applicant acknowledges this factor.

**2. Disclosure of Medical Information:** Applicant grants permission to SMOV to disclose the diagnosis of her medical condition to the extent necessary in the pursuit and fulfillment of her Application and Vacation Preferences. Furthermore, the Applicant grants SMOV permission to obtain all medical information regarding the Applicant which SMOV may feel necessary for consideration or fulfillment of the Vacation and authorizes all physicians and medical care providers to provide SMOV with all medical information requested.

**3. Waiver:** The Applicant hereby waives any and all rights he/she may have or may hereafter acquire against SMOV, its officers, directors, agents, donors, employees, or any other person or organization associated with the Vacation, arising out of any injury, harm, damages, or losses suffered by the Applicant arising out of or in any way related to the pursuit and fulfillment of the Vacation by SMOV regardless of whether such loss or harm is caused by the active, passive or gross negligence of SMOV, its officers, directors, agents, donors, employees, or any other person associated with the Vacation.

**4. Release:** Applicant does hereby forever release and hold harmless SMOV, its officers, directors, agents, donors, employees, or any other person or organization associated with the Vacation, from any and all claims, lawsuits, damages or losses arising out of or in any way related to SMOV's consideration of the Applicant's Application and Vacation Preferences as well as SMOV's pursuit, preparation, execution and fulfillment of the Vacation. Furthermore, Applicant hereby forever releases and holds harmless SMOV, its officers, directors, agents, donors, employees, or any other person associated with the Vacation, from any and all claims, lawsuits, damages or losses arising out of suffering caused by any aspect and of whatever nature and of whatever extent, regardless of whether such loss or suffering or damage is caused by the active, passive or gross negligence of SMOV, its officers, directors, agents, donors, employees, or any other person associated with the Vacation.

**5. Indemnity:** Applicant hereby agrees to indemnify and hold harmless SMOV, its officers, directors, agents, donors, employees, or any other person or organization associated with the Vacation from any and all losses suffered by SMOV, its officers, directors, agents, donors, employees, or

any other person or organization associated with the Vacation, as the result of any claim, lawsuit, or actions arising out of or relating in any manner SMOV, its officers, directors, agents, donors, employees, or any other person associated with the Vacation, prepared, executed, fulfilled or otherwise was involved in the awarded Vacation, or for breach by Applicant of the representations and warranties contained in paragraph 8 of this SMOV Applicant Agreement. This hold harmless and indemnity includes but is not limited to, reasonable attorney fees and cost incurred by SMOV, its respective officers, directors, agents, donors, employees, or any other person associated with the Vacation in retaining legal counsel for SMOV, its officers, directors, agents, donors, employees, or any other person associated with the Vacation to defend any and all such claims, lawsuits, and actions.

**6. Survivor Only Vacations: No person or persons may accompany the Applicant during any portion of the Vacation unless specifically agreed to in writing between SMOV and Applicant. The vacation program is structured to only provide a Vacation for the Recipient**

**7. Vacation Expenses:** SMOV has agreed to pay for a certain portion of the expenses directly related to the Vacation for the Applicant. Applicant understands that he or she will be subject to additional expenses over and above the Vacation grant. SMOV shall not have any responsibility or liability for expenses incurred by Applicant which have not been expressly assumed by SMOV pursuant to this SMOV Applicant Agreement, which have been caused by unforeseen events or circumstances beyond the control of SMOV, its officers, directors, agents, donors, employees, or any other person associated with the Vacation. It is further understood that Applicant will or may need additional cash for spending money that is not provided by SMOV. Applicant will need a valid credit card for checking into facilities and understands that a hold of up to \$600.00 may be put on the card when checking into a hotel or cruise line. SMOV will not be responsible for any expenditures that are not pre-authorized in writing by SMOV's Board of Directors or its President. If Applicant's medical condition deteriorates so that immediate hospitalization is necessary, Applicant may be forced to remain away from home longer than the period of time contemplated by the Vacation. In that event, it will be the sole responsibility of the Applicant to pay for all expenses in excess of those for which SMOV has agreed to pay, whether medically related, for meals and lodgings, including hospitalization, or for other goods or services of any nature.

**8. Representations, Warranties & Disclosures:** Applicant makes the following representations and warranties to SMOV

- a. A full and true disclosure of Applicant's medical condition has been made to SMOV
- b. Further notification will be reported to SMOV when medical condition should deteriorate at any time prior to granting of a Vacation.
- c. During the fulfillment of the Vacation, the Applicant must be fully covered by medical insurance, including any additional coverage which may be required as a result of the fulfillment of the Vacation, or if uninsured, that he/she agrees to assume ALL risk and personal responsibility of the failure to carry adequate medical, dental, liability, travel, etc., insurance. It is recommended that a recipient secure travel insurance through [InsureMyTrip.Com](http://InsureMyTrip.Com).

- d. In the event that the Vacation involves travel, that the Applicant and those participating in the Vacation are financially able to bear the burden of the substantial expenses which they may be forced to personally incur as a result of unforeseen circumstances or any event beyond SMOV, its officers, directors, agents, donors, employees, or any other person or organization associated with the Vacation, reasonable control and that they assume the risk and personal responsibility for such additional expected and unexpected expenses.
- e. During the planning stages of the Vacation, Applicant has not relied upon, nor has he/she received counsel or advice from SMOV, its officers, directors, agents, donors, employees, or any other person or organization associated with the Vacation, in regard to the advisability of or the risks attendant to the Vacation.

**9. Termination of Vacation:** SMOV reserves the right, in its sole and absolute discretion, to terminate the fulfillment of the Vacation at any time after the signing of this Agreement.

**10. No Liability:** Applicant agrees that SMOV shall not be held liable or responsible for any expenses which Applicant may have incurred in preparing the Application or in contemplation of a Vacation.

**11. Counterparts/Faxes:** This agreement may be executed in counterparts, any of which shall be deemed an original. Faxed or emailed signatures on this SMOV Applicant Agreement shall be deemed as originals.

**12. Further Assurances:** Applicant agrees that he or she shall at the request of SMOV, execute and deliver to SMOV all further documents that SMOV deems necessary to prepare, execute and fulfill the Vacation, if awarded.

**13. Amendment:** SMOV reserves the absolute right and sole discretion to modify, amend or supersede with other terms and conditions this Agreement.

**14. Governing Law:** This SMOV Applicant Agreement shall be governed by the laws of Nevada.

**15. Binding Effect:** This SMOV Applicant Agreement is binding on all heirs, successors, representative and assigns of each and all parties hereto.

**16. Severability:** If any portion of this SMOV Applicant Agreement shall be determined to be invalid or unenforceable, all other portions shall remain valid and enforceable.

**17. Entire Agreement:** This SMOV Applicant Agreement constitutes the entire agreement and understanding between all parties with respect to the requested Vacation by Applicant. No representations, promise, inducement or statement of intention has been made by any of the parties hereto

not included in this SMOV Applicant Agreement and no person or persons shall be bound by or liable for any alleged representation, promise, inducement or statements of intention not set forth or referred to herein.

**18. Grant of Right of Publicity:** Applicant understands and agrees that the fulfillment of the Vacation may result in publicity, whether or not promoted actively by SMOV. Applicant hereby irrevocably authorizes SMOV, its officers, directors, agents, donors, employees, or any other person associated with the Vacation to publicize and use participant's likeness, voice and features, with or without her name, for any publication, promotion, trade, business use, or any other purpose whatsoever and to photograph, videotape, film and record each participant in any manner SMOV, its officers, directors, agents, donors, employees, or any other person associated with the Vacation choose and to copyright, convey or otherwise distribute, now and/or in the future any such material involving the participants for any purpose to anyone, including the general public, magazines, newspapers, television, radio stations, internet, social media, and 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 Vacation granted. Participants of any Vacation agree that it is not necessary for SMOV, its officers, directors, agents, donors, employees, or any other person associated with the Vacation to contact them prior to releasing any information authorized by this SMOV Applicant Agreement. Each of the participants hereby releases SMOV, its officers, directors, agents, donors, employees, or any other person associated with the Vacation, 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 any other information regarding participants

EACH OF THE PARTICIPANTS ACKNOWLEDGES READING AND UNDERSTANDING THIS LIABILITY RELEASE AND PUBLICITY AUTHORIZATION PRIOR TO SIGNING IT. Each participant agrees that no modification of this Release has been made orally or in writing and this release accurately and fully expresses the understanding of SMOV and each of the participants

IMPORTANT: By signing below, you affirm and acknowledge that you have read this SMOV Applicant Agreement, have received a copy and fully understand its provisions. I have been given an opportunity to ask any questions I may have and have received a copy and fully understand and agree with its provisions and restrictions. With my signature, I bind myself, my minor children, my heirs, successors, assigns and estates to the conditions, releases, waivers and indemnities described in this SMOV Applicant Agreement. (Please copy this page to utilize if there are additional participants.)

**APPLICANT** – (PRINT NAME) \_\_\_\_\_

**APPLICANT** – (SIGNATURE) \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **VACATION RELEASE AND DISCLAIMER**

If you are awarded a Vacation, workshops may be conducted by Ms. Rebecca Shaw of the Charleston Hypnosis Center (“Company”) from Charleston, South Carolina. Because she is a professional hypnotherapist, it is her practice to have each Applicant execute the following release and disclaimer in order to participate in a Vacation. Please review and sign below.

I acknowledge that as part of the Vacation that I am seeking to be awarded, that Ms. Rebecca Shaw of the Charleston Hypnosis Center of Charleston, South Carolina, a professional hypnotherapist and one experienced in guided meditation, may be conducting workshops for breast cancer survivors in attendance. These volunteer services provided by Ms. Shaw may include self-hypnosis, guided imagery and education. The exercises involving guided imagery and hypnosis are not states of sleep, but they are a natural state of mind that can produce extraordinary levels of relaxation of mind, body and emotions. Hypnosis can assist the survivor to transcend their own critical, analytical level of mind, thereby accessing and utilizing the power of one’s own inner resources. The principles and theories upon which hypnosis is based, use guided imagery and self-hypnosis to assist breast cancer survivors in their own self-improvement by facilitating the acceptance of suggestions, directions and instructions desired by the survivor. The hypnotist will instruct in various self-hypnosis techniques to help the survivors to discover their inner creative abilities, develop positive thinking and feeling, and to transform undesirable habits and behavior patterns. Furthermore, the hypnotist may utilize discussion and techniques to identify underlying attitudes and beliefs with the goal to achieve effective and lasting results.

**NO RESALE OF SERVICES, MATERIALS OR PERMITTED:** Applicant agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Program (including course materials and audio recordings), use of the Program, or access to the Program. This agreement is not transferrable or assignable without Ms. Shaw's prior written consent.

**NO TRANSFER OF INTELLECTUAL PROPERTY:** Charleston Hypnosis Center's copyrighted and original materials shall be provided to the Applicant for his/her individual use only and a single-user license. Applicant shall not be authorized to use any of the Company's intellectual property for Applicant's business purposes. Applicant shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Company electronically or otherwise without the prior written consent of the Company. All intellectual property, including Company's copyrighted course materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied.

**GENERAL RELEASE AND LIMITATION OF LIABILITY:** By using Ms. Shaw's services and enrolling in the Program, Applicant releases Ms. Shaw, Company, its officers, employers, directors, and related entities from any and all damages that may result from anything and everything. The Program is only an educational service being provided. Applicant accepts any and all risks, foreseeable or non-foreseeable, known or unknown, arising from such transactions and acknowledges that Applicant understands that adverse effects of hypnosis or guided imagery could occur in the future. Applicant understands that side effects of hypnosis include tiredness, crisis of identity, insomnia, irritability, fears, panic attacks, deficit of attention, distorted sense of self, confusion, sexually aberrant behaviors, unexpected trance-like state, delusional thinking, depression, dizziness, syncope, fearfulness, feelings of guilt, histrionic reactions, impaired memory, nausea, obsessions, changes in personality. Generally, the negative side effects of Hypnosis can be divided into these categories: (1) Problems resulting from unintended suggestions, (2) Obscuring actual physical health problems, (3) Suicidal depression, (4) Panic attacks or psychotic episodes, and (5) Symptom substitution. Side effects and complications of Hypnosis can be defined as unexpected feelings, thoughts or behavior after or during the hypnotic treatment that are in conflict with the intended goals of the hypnotic treatment.

Regardless of the previous paragraph, if Ms. Shaw or the Company is found to be liable, Ms. Shaw's or Company's liability to Applicant or to any third party is limited to \$1000. All claims against Ms. Shaw or the Company must be lodged with the American Arbitration Association in the state of South Carolina within 100 days of the date of the first claim or otherwise be forfeited forever. Applicant waives the right to bring arbitration for any cause of action under a statute of limitations longer than 100 days. Applicant agrees that neither Ms. Shaw nor Company will not be held liable for any damages of any kind resulting or arising from, including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Ms. Shaw's or Company's services, products, or enrollment in the Program. Applicant agrees that use of Ms. Shaw's or Company's services and products at Applicant's own risk.

**DISCLAIMER OF GUARANTEE:** Applicant accepts and agrees that she/he is 100% responsible for her/his progress and results from the Program. Applicant accepts and agrees that she/he is the one vital element to the Program's success and that Company cannot control Applicant or guarantee or assure program success or any definite outcome. Problem emotions and related problems may require work with a physician, mental health professional, nutritionist, or other health professional for success. Company makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. Company and its affiliates disclaim the implied warranties of

titles, merchantability, and fitness for a particular purpose. Company makes no guarantee or warranty that the Program will meet Applicant's requirements or that all Applicants will achieve the same results.

**USE OF PROGRAM MATERIALS.** Applicant consents to recordings being made of courses and the Program. Ms. Shaw and Company reserve the right to use, at its sole discretion, course materials, videos and audio recordings of courses, and materials submitted by Applicant in the context of the course(s) and the Program for future lecture, teaching, and marketing materials, and further other goods/services provided by Ms. Shaw or Company, without compensation to the Applicant. In group courses, Applicant consents to its name, voice, and likeness being used by Ms. Shaw or Company for future lecture, teaching, and marketing materials, and further other goods/services provided by Ms. Shaw or the Company, without compensation to the Applicant. Electronic materials including hypnosis recordings are initially held by Ms. Shaw or Company and will expire and are deleted after 14 days. Ms. Shaw and Company are not responsible for replacing your recording if you lose it, do not download it properly, or it is destroyed.

**NO SUBSTITUTE FOR MEDICAL TREATMENT:** Hypnotherapists and Hypnotists are not issued licenses by any state governmental agency to engage in their professional services. Hypnosis is designed to act as an adjunct or compliment to traditional therapies, or in effect, as part of a holistic approach to self-improvement and good health. As hypnotherapists and hypnotists are not licensed physicians, services to be provided do not include the practice of medicine or psychological counseling or treatment and are not a replacement as such. Please be aware that if you have active suicidal intent, homicidal intent or a diagnosis of unstable mental health, these services are not recommended for you. Referrals are available for doctors or licensed mental health professionals. The information and techniques presented in these sessions are not intended to be a substitute for informed medical advice or care. You should not use this information to diagnose or treat any health problems or illnesses without consulting your medical specialist or family doctor. Applicant agrees to be mindful of his/her own well-being during the course and to seek medical treatment (including, but not limited to psychotherapy), if needed or if any health concerns arise. Ms. Shaw and Company do not provide medical, therapy, or psychotherapy services. Ms. Shaw and Company are not responsible for any decisions made by Applicant as a result of the coaching and any consequences thereof.

**NON-DISPARAGEMENT:** In the event that a dispute arises between the Parties or a grievance by Applicant, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. In the event of a dispute between the

Parties, the parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other.

**INDEMNIFICATION:** Applicant shall defend, indemnify, and hold harmless Ms. Shaw and Company, Company's shareholders, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorney fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from or based on any injury to persons or property that is the result of an error, omission or negligent act of the Applicant, the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Ms. Shaw or Company, or any of its shareholders, trustees, affiliates or successors. Applicant shall defend Ms. Shaw and Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Ms. Shaw and Company recognize and agree that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of Ms. Shaw or the Company.

**CONTROLLING AGREEMENT:** In the event of any conflict between the provisions contained in this Contract and any marketing materials used by Ms. Shaw or Company, Company's representatives, or employees, the provisions in this Agreement shall be controlling.

**CHOICE OF LAW/VENUE/ARBITRATION:** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to any principles or conflicts of law. The parties hereto agree to submit any dispute or controversy arising out of or relating to this Agreement to arbitration in the state of South Carolina, Charleston, pursuant to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association, which arbitration shall be binding upon the parties and their successors in interest. The prevailing party is entitled to be reimbursed for all reasonable legal fees from the non-prevailing party in order to enforce the provisions of this Agreement.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. This Agreement may be modified only by an instrument in writing duly executed by both parties.



**SURVIVABILITY:** The ownership, non-circumvention, non-disparagement, proprietary rights, and confidentiality provisions, and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

**SEVERABILITY:** If any of the provisions contained in this Agreement, or any part thereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

**OTHER TERMS:** Upon execution by clicking "I agree," or signing below, the Parties agree that any individual, associate, and/or assign shall be bound by the terms of THIS AGREEMENT.

A facsimile, electronic, or e-mailed executed copy or acceptance of this Agreement, with a written or electronic signature or statement, shall constitute a legal and binding instrument with the same effect as an originally signed copy.

As an Applicant applying for a Vacation, and having read and understood the terms and conditions of this Release and Disclaimer, I sign and agree to the terms above this this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Applicant

**APPLICANT SIGNATURE PAGE**  
**PLEASE READ AND INITIAL EACH ITEM BELOW:**

- I understand and agree that the Vacation granting process and the participation of the Applicant is contingent upon approval from SMOV
- I understand and agree that SMOV reserves the right in its sole discretion to decide which of the Applications for a Vacation will be granted.
- It is understood that not all Applications for a Vacation can be fulfilled and that donors for wishes must be found to fulfill only a limited number of Applications.
- It is understood that Applications for a Vacation are not granted in the order in which they were received but in the order donors are found and SMOV through its Board of Directors or Survivors Committee in their sole discretion determine.
- I understand and agree that compliance with all conditions, qualifications and restrictions designated by SMOV is a requirement to be considered for any Application for a Vacation.
- I understand and agree that Vacations are granted only when resources are available to SMOV
- I understand and agree that the fulfillment of Vacation may result in publicity, whether or not promoted actively by SMOV
- Applicant irrevocably authorize SMOV to publicize and use participants likeness, voice and features, with or without her name, for any publication, promotion, trade, business use, or any other purpose whatsoever and to photograph, videotape, film and record each participant in any manner SMOV chooses and to copyright, convey or otherwise distribute, now and/or in the future any such material involving the participants for any purpose to anyone, including the general public, magazines, newspapers, television, radio stations, or anyone else and 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 Vacation granted.
- Applicant agrees that it is not necessary for SMOV or anyone else to contact them prior to releasing any information authorized by this document. Applicant hereby releases SMOV 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 any other information regarding participants.
- I acknowledge that I have been given the opportunity to ask questions and have had those questions explained to my satisfaction.
- Applicant acknowledges that she is bringing a credit card that can be charged \$600.00 upon registration at the resort or cruise line.

- Applicant has a passport for international travel.
- Applicant has no special needs due to disability.
- I hereby certify that I have provided the information requested in this document to the best of my ability in an honest and truthful manner.

**APPLICANT** – (PRINT NAME) \_\_\_\_\_

**APPLICANT** – (SIGNATURE) \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Age:** \_\_\_\_\_ **Birth Date:** \_\_\_\_\_

**Your application to SMOV does NOT guarantee a vacation.  
Recipients will be notified personally upon their selection.  
Additional correspondence is not necessary.**

**SMOV Release of Medical Information – HIPAA Form**  
**Authorization for Use/Disclosure of Protected Health Information**

**TO:**

**(Physician)** \_\_\_\_\_

**(Physician's Address)** \_\_\_\_\_

\_\_\_\_\_  
**(Physician's Telephone Number)** (\_\_\_\_) \_\_\_\_\_

**RE:**

**(Print Patients Name - Legibly)** \_\_\_\_\_

**(Patient's Address)** \_\_\_\_\_

\_\_\_\_\_  
**(Patient's Date of Birth)** \_\_\_\_\_

**I authorize the use and disclosure to SMOV of protected health information about Patient as described below:**

**1. Information that may be used and/or disclosed:** All protected health information relating to physician's assessment of the Patient's medical eligibility for a Vacation for Patient provided by SMOV Send Me On Vacation charitable program and the physician's opinion whether the Vacation is medically advisable and approved by the physician. In addition, primary physician is authorized to fill out, sign and provide SMOV forms that it may require, including forms relating to Patient's medical eligibility, the requested Vacation and medical considerations relating to the fulfillment of the Patient's Application for a Vacation.

**2. Persons authorized to use/disclose the information:** The physician identified above, as well as his/her authorized representatives.

**3. Persons authorized to receive the information:** The Board of Directors, Executive Director, SMOV Advisory Board, Survivors Committee, and any other employees or other authorized volunteers and representatives of either:

- (1) SMOV
- (2) Any travel company assisting in fulfilling or setting up the Vacation.

**4. Purpose for which information will be used/disclosed:** To enable SMOV to obtain the physician’s assessments regarding whether Patient is medically eligible to receive a Vacation granted by SMOV; and pertinent information relating to diagnosis.

**5. Expiration date:** This authorization DOES NOT expire upon Applicant’s Vacation having been granted by SMOV or should a final determination conclude that the potential Applicant is not eligible to receive a Vacation. It is further understood and agreed to that the release of information holds SMOV harmless and furthermore indemnifies SMOV under this “SMOV Applicant Agreement” and the “HIPAA” Agreement, which too does not expire. This expiration clause covers all family, friends, and participants as well.

**6. Statements required by HIPAA:** In accordance with the Health Insurance Portability and Accountability Act, I acknowledge the following:

I understand that I may revoke this authorization at any time by 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 disclosed by the Applicant.

**APPLICANT** – (SIGNATURE) \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MEDICAL STATEMENT OF APPLICANT ELIGIBILITY AND  
CONSENT TO PARTICIPATE**

**Applicant's Name:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

Details of Applicant's Vacation Preferences:

**MUST BE COMPLETED BY THE PRIMARY TREATING PHYSICIAN:**

I am the primary treating physician of the above-named person (hereinafter "Applicant"). Applicant has previously been diagnosed with breast cancer as follows:

- Ductal Carcinoma In-Situ (DCIS)
- Infiltrating Ductal Carcinoma (IDC)
- Medullary Carcinoma
- Infiltrating Lobular Carcinoma (ILC)
- Tubular Carcinoma
- Mucinous Carcinoma (Colloid)
- Inflammatory Breast Cancer (IBC)

In my opinion the Stage of Breast Cancer the Applicant currently has is:

- Stage 0
- Stage I
- Stage II
- Stage IIIA
- Stage IIIB
- Stage IV

The Applicant has undergone treatment as follows:

- Lumpectomy
- Mastectomy
- Sentinel Nod Biopsy
- Axillary Lymph Node Dissection
- Radiation Therapy
- Chemotherapy
- Hormone Therapy
- Other: \_\_\_\_\_

In my opinion, Applicant is of sound mind and capable to sign legal documents. I have taken the opportunity to discuss the Vacation Preferences of Applicant provided to SMOV (as noted above) with Applicant. In my opinion, the Applicant's medical condition will not prohibit her from participating in the activities surrounding the Vacation Preferences described. Accordingly, I hereby approve of and consent to the travel arrangements and/or activities in which Applicant shall partake or engage, as the case may be, subject to the following restrictions: (If none, please write NONE).

**Restrictions:**

**Applicant's Life-Threatening Diagnosis:**

Diagnosis (Cannot be Left Blank)

**Applicant's Medical Needs:**

Additional Medical Needs of Applicant.

**MUST BE SIGNED BY PHYSICIAN:**

Physician (Signature) \_\_\_\_\_ Date:

Physician (Print Name) \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Physician's Treatment Facility Fax: (\_\_\_\_) \_\_\_\_\_

Physician's Treatment Facility Address City, State & Zip: \_\_\_\_\_

**Please return ASAP to:**

**Send Me On Vacation, Inc.  
3050 South Durango Drive  
Las Vegas, Nevada 89117**

## **MAILING INSTRUCTIONS**

### **CHECK LIST FOR APPLICATION PACKET**

- BE SURE YOU HAVE SIGNED AND INITIALED IN ALL DESIGNATED LOCATIONS. INCOMPLETE APPLICATIONS WILL BE REJECTED AND ADDENDUMS TO THE APPLICATION WILL NOT BE ACCEPCTED.**
- Completed and signed SMOV Applications Form.
- Completed and signed Contact Information.
- Completed and signed SMOV Vacation Preferences.
- Completed and signed SMOV Applicant Agreement.
- Completed and signed Applicant Signature Page.
- Completed and signed SMOV Release of Medical Information – HIPAA Form and Authorization for Use/Disclosure of Protected Health Information
- Completed and signed MEDICAL STATEMENT OF APPLICANT ELIGIBILITY AND CONSENT TO PARTICIPATE
- Send a recent photo of Applicant in .jpeg or Smartphone or other high resolutions photo format via email to [communications@sendmeonvacation.org](mailto:communications@sendmeonvacation.org) with your name when you mail application.
- Include a personal story of 200 to 300 words how you believe this emotional empowerment vacation could benefit your life during breast cancer recovery.

YOU MUST SEND ALL SIGNED ORIGINALS IN ONE (1) ENVELOPE TO:

Send Me On Vacation, Inc.  
3050 South Durango Drive  
Las Vegas, Nevada 89117

OR YOU CAN SCAN AND EMAIL TO  
[COMMUNICATIONS@SENDMEONVACATION.ORG](mailto:COMMUNICATIONS@SENDMEONVACATION.ORG)