

# DANNY DID FOUNDATION

## REQUEST FOR GRANT FUNDING

<b>Parent/Grantee's name:</b>	<b>What Resource Will DDF Funding be Used For?</b>
<b>Mailing Address:</b>	<b>User's Name and Date of Birth:</b>
<b>Parent/Grantee's Email Address:</b>	<b>Contact Phone Number:</b>
<b>Annual Household Income:</b> <b>Family Size:</b>	<b>Neurologist's Name:</b>
<b>Neurologist's Email Address:</b>	<b>Neurologist's Mailing Address</b> ( <i>Include Hospital Name</i> )

**How did you hear about The Danny Did Foundation?** (Please includes a referral name if relevant)

**Why and for whom are you seeking this resource?** (150 words maximum):

**What is the background for your financial need/challenges?** (150 words maximum)

**SELECT ONE:**

I the Grantee will provide a receipt within 14 days to the Danny Did Foundation for our epilepsy related resource in order to receive my reimbursement grant.

**HARDSHIP GRANT:** I the Grantee am unable to make a purchase for the epilepsy related resource I seek. I am requesting a hardship grant. I agree to provide a receipt for the resource I purchase to the Danny Did Foundation to the email or mailing address listed below within 14 days of receiving the grant check.

**I understand that a photo of the grant recipient is required before the grant is issued.**

I understand that if I am seeking a Smartwatch/Inspyre or an Embrace, the person wearing the watch must own a smart phone. The person wearing the watch cannot use the parent/caregiver's phone, as parent/caregiver will need a separate smartphone to receive the text alarm.

I understand that if I am seeking the Embrace 2 that I must have a prescription and will attached a copy to this application. Keep the original as you will need it to place your order with Empatica,

*The Danny Did Foundation ("Foundation") strives to assist individuals and families living with seizure disorders. With an approved Request for Funding, the Foundation will provide funding to the Grantee so they may gain access to a particular device or technology ("Device") that the Grantee, in collaboration with the Grantee's medical providers and professionals, independently deem appropriate. Any money provided as result of a Request for Funding will result in the Foundation providing a financial grant to Grantee. This money shall be defined as "Funds" and the spending of any Funds shall be at the sole discretion of the Grantee. The Foundation does not direct, limit, participate, or manage the decision-making or purchase of any specific Device.*

*While no Device has been proven to prevent epilepsy-related mortality (including SUDEP), the Danny Did Foundation is devoted to seeking out resources that may assist families living with epilepsy.*

*Unless noted, many device resources are consumer products and not medical devices. The Foundation encourages and strongly recommends communication with the manufacturer of any Device, as well as consultation with doctors and medical professionals about all available treatments, diets, medicines and medical devices to determine the possible efficacy and best options for all particular medical conditions. **Please note, the Foundation does not warrant any Device, manufacturer, product, parts, medicine, diet, or treatment and is not a manufacturer, distributor, seller, representative, or broker of any product including products shown on its website.** The Foundation offers only cursory and introductory information about the Device and the Grantee agrees that the Foundation shall not be responsible for the results and consequences of the use of the Funds to purchase any Device.*

#### **WAIVER AND RELEASE OF LIABILITY**

As a condition and in consideration of receiving Funds, I acknowledge, understand and agree as follows:

1. I am voluntarily submitting this Request For Funding and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility and any resulting financial obligation for use of any treatment or Device purchased and any claims, injury, loss, damages, costs caused by the purchased Device.
2. I understand and agree that the Funds provided by the Foundation are a financial grant only based upon the information provided in this Request for Grant Funding. The Foundation does not provide any advice about treatments or use or maintenance of any Device. The Foundation does not provide any warranties and we disclaim in full any warranties either express or implied, to the fullest extent permissible. The Requestor agrees that Illinois Law shall apply to any dispute under this Request For Funding and by signing this Agreement acknowledges that the Foundation has not provided any advice about the treatments, use, or maintenance of any Device.
3. I, for myself and on behalf of anyone using or benefiting from the use of the Funds, including heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Foundation, their owners, directors, attorneys, sponsors, volunteers, and/or employees, and the Stanton Family, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR ANY THIRD PARTY. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AFTER CONSULTING WITH MY ATTORNEY.
4. This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the fullest extent permissible under applicable law.
5. Choice of Law: This Agreement shall be governed by the laws of the State of Illinois.
6. Dispute Resolution: The Parties agree and consent that all disputes arising between them will be determined through binding mediation undertaken at JAMS, Chicago using a mediator that is either selected by the parties by unanimous agreement or randomly assigned by JAMS. If any such award remains unsatisfied within the term

decided by the mediator, the mediation award may be reduced to a judgment in the Circuit Court of Cook County, Chicago, Illinois, which all parties agree shall be the appropriate forum and shall have sole and exclusive jurisdiction over the parties. All parties waive service of process and agree to accept service of summons by certified mail or overnight courier with standard proof of delivery filed in lieu of any affidavit of service.

7. Severability: In the event that any one or more provisions of this Agreement shall be declared invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8. Entire Agreement: This Agreement will constitute the entire Agreement between the Grantee and Danny Did and will apply exclusively, notwithstanding any terms and conditions in any prior agreements between them. This Agreement may be modified only by a writing signed by the authorized representatives of both parties.

9. Assignability: Neither the benefits nor obligations of this Agreement are assignable.

10. No Waiver: Failure to enforce any right or obligation of the other party shall not act as a waiver thereof.

11. I consent that all photos and communications provided to the Foundation may be published to raise awareness of epilepsy.

**Checking this box is to certify that I consent and agree to the terms of this Waiver and Release of Liability, as provided above.**

**Requester Signature (written in pen, not typed):**

X \_\_\_\_\_

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

<b>I witnessed the above named grant requester sign this form. I am age 18 or older.</b>	
<b>Witness Name:</b> _____	<b>Phone #</b> _____
<b>Witness Signature:</b> _____	
<b>Witness Street Address:</b> _____	
<b>Witness City, State, Zip:</b> _____	
<b>Date:</b> _____	<b>Email:</b> _____
<b>Relationship to the person requesting this grant:</b> _____	

**\*All fields in the above application are required, including the witness information.**  
**Upon completion, return this form to:**  
**Danny Did Foundation**  
**3008 Central, Suite 203**  
**Evanston, IL 60201**  
**OR**  
**Complete, scan and email it to [enjoylife@dannydid.org](mailto:enjoylife@dannydid.org)**

**REMINDER:** If your grant is funded, a receipt from the manufacturer of the resource you purchased with the Danny Did funds must be sent to us by email or mail within 14 days of receiving your grant, or you will need to return the funds to Danny Did Foundation.