



“Delivering a gift of hope wrapped with joy to those adults struggling with a terminal illness”

Dream Request Application

Dear Applicant,

The James Bess Foundation is a wish granting organization specifically for adults between the ages of 21-65 living in the United States, struggling with a terminal illness with a diagnosis of life expectancy of **less than 18 months**. We will do our absolute best to grant dreams for those unable to create them on their own.

We are a national nonprofit organization based in Nashville, Tennessee. We receive many requests from across the country and review each dream request as quickly as possible. By working together with your community and our benefactors, we will make every effort to make your dream come true.

Blessings,

The James Bess Foundation

Help us to help you make your dream come true...

- Please read this form very carefully and follow all the instructions to complete the steps necessary to make your dream come true.
- **You will find many answers to your questions in our Frequently Asked Questions section.**
- Incomplete applications will delay processing of the application, please submit all required information.

Unfortunately at this time we are unable to grant the following dream requests:

- Requests for adults with chronic illnesses
 - Funeral arrangements or posthumous requests
 - Surprise dreams
 - Reimbursements for completed dreams
 - Medical treatment/supplies/equipment/transportation
 - Automobiles, Lifts, Repairs and RV rentals
- * Cash
 - * Hunting
 - * Legal assistance

Step 1 – Application Requirements:

Please include a photograph, personal letter and copy of tax return (outlined in detail below).

Photograph: Must be clear and taken within the past year. It may include family, pet, etc.

Letter: Your letter should:

- Be no longer than one page in length, one side, and refer to the illness you are battling
- Clearly describe your dream and where the most help is needed to fulfill that dream

Tax Return: Please provide a copy of the signature page of your most recent tax return (Form 1040)

Step 2 - General Information:

Applicant's Name: _____

Applicant's Address _____

City/State/Zip: _____

County _____

Home Phone (____) _____ Cell Phone (____) _____

E-Mail Address: _____

Date of Birth: _____ Age: _____ Ethnicity (Optional): _____
(Must be between 21-65)

Military Veteran: Y___ or N___ Branch & Dates of Service: _____

Clubs, Organizations or Churches you are a member of (Optional): _____

Religious Preference (Optional): _____ Referred by: _____

Present/Most Recent Employer: _____

Current Annual Household Income: _____

Other Contact Person: _____ Relationship: _____

Phone: (____) _____

Address: _____
(Including City/State/Zip if different from above)

Participants Requested (Family, Spouse, Caregiver) And Children Under the Age Of 18 Living at Home:

PARTICIPANT/CHILD'S NAME:	SEX:	RELATIONSHIP:	AGE:	DOB:
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dream Request:

Alternative Dream Request: (Must be entirely unrelated to first dream):

(If no alternative dream is listed, only primary dream request will be pursued)

Has Applicant ever been granted a dream by another organization?

_____ Yes _____ No

Does Applicant, or one of the participants in dream, have a major credit card?

_____ Yes _____ No

VISA _____ M/C _____ Other _____

Does Recipient, or one of the participants in dream, have a valid driver's license or ID?

_____ Yes _____ No

Does Recipient and all of the participants in dream have a valid passport?

_____ Yes _____ No

Is an application submitted or pending with another wish granting organization?

_____ Yes _____ No

If yes, where? _____

Step 3 - Medical Information:

Dream Applicant's Signature: _____

This Part To Be Filled Out By Physician Only

Physician's Name: _____

Physician's Address: _____

(Including City/State/Zip)

Phone Number: (_____) _____

Fax Number: (_____) _____

Applicant's Diagnosis: _____

Current Life Expectancy in MONTHS: _____

I certify that I am the treating physician of the Applicant. To the best of my knowledge, my patient is of sound mind, and capable to sign legal documents. 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 year.

Physician Signature Only

Signature: _____ **Date:** _____

Step 4 - Publicity Release:

By submitting your dream request, your dream and your photo may appear on our website and in our newsletter. The James Bess Foundation respects the privacy of our dreamers and will only use first names when sharing a story and/or photograph.

If your dream application is accepted, the James Bess Foundation would like your permission to share your story and/or photo in extended media. By sharing your dream, we are able to raise awareness and potential donations for your dream.

(Initial) Option 1: I agree to have my story and photograph
in the media, which may include local and/or state
newspapers, radio and television.

OR

(Initial) Option 2: Please do not use my story in any additional
media other than James Bess Foundation's website and
newsletter. I understand by doing so, this may limit the
amount of resources available to me.

Dream Applicant's Signature: _____

Date: _____

Please Note:

If you have agreed to media, you will also need to select and initial Option 1 on the enclosed Dream Agreement Form.

Step 5 - Dream Agreement:

Please initial where indicated following each item below:

1. Granting of a dream. The James Bess Foundation (“JBF”) 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 James Bess Foundation reserves the right in its sole discretion, to decide if a dream will be granted. *James Bess Foundation assists with dream requests for dream recipient and immediate family members or caregiver – such as a spouse, significant other, caregiver, mother, father and/or dependent children, living in the home, under the age of 18.

_____ (Initial)

2. Permission to disclose medical condition. The recipient grants JBF the right to disclose the nature of his/her medical condition to the extent necessary in the fulfillment of the dream. Furthermore, the recipient grants JBF permission to obtain medical information about the recipient which JBF may feel necessary for fulfillment of the dream and authorize all physicians and medical care providers to provide JBF with all medical information. _____ (Initial)

3. Relatives/Friends. No person may accompany the recipient during any portion of the dream fulfillment, unless specifically agreed to in writing between JBF and dream recipient.

_____ (Initial)

4. Waiver. The recipient and all participants hereby waive any and all rights he or she may have or may hereafter acquire against JBF, its officers, directors, agents, and employees arising out of any injury, damages, or losses suffered by the recipient, and all participants, arising out of or in any way related to JBF preparation, execution or fulfillment of the dream, regardless of whether such loss or harm is caused by the active, passive or gross negligence of JBF or any other person.

_____ (Initial)

5. Release. Recipient, and all participants, together, and each of them individually, does hereby forever release and remise JBF, its officers, directors, agents, and employees from any and all claims, lawsuits, damages, or losses arising out of or in any way related to JBF preparation, execution or fulfillment of the dream, any injury, damages, or losses suffered by recipient or participants, 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 JBF or any other person. _____ (Initial)

6. Indemnity. Recipient, and all participants, together and each of them individually, hereby agree to indemnify and hold harmless JBF, its officers, directors, agents, and employees of and from any and all losses suffered by JBF, its officers, directors, agents, and employees as the result of any claim, lawsuit, or action arising out of or relating in any manner to JBF’s preparation, execution and fulfillment of the dream, or to breach by recipient, and all participants 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 , it officers, directors, agents, and employees in retaining attorneys of JBF’s choice to defend any and all such claims, lawsuits, and actions. _____ (Initial)

7. Dream expenses. The expenses JBF has agreed to pay for are those foreseeable and directly related to the fulfillment of the dream. Dream recipient, relatives or friends, together understand that they may be forced to incur substantial expenses as a result of unforeseen events or circumstances beyond JBF's control, especially if fulfillment of the dream involves travel. JBF shall not have any responsibility or liability for expenses incurred by recipient, relatives or friends which have not been expressly assumed by JBF pursuant to this Agreement, which have been caused by unforeseen events, or circumstances beyond JBF's control. For example, a particular dream may contemplate JBF paying for certain specific expenses 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 wish. In that event, it will be the sole responsibility of the recipient to pay for all expenses in excess of those for which JBF has agreed to pay, whether medically-related, for meals and lodgings, including hospitalization, or for other goods, or services of any nature. **If death occurs during dream, JBF is unable to assist in any way.** _____(Initial)

8. Fundraising. As a participant in the James Bess Foundation program, if needed, a campaign may be undertaken in your community, with your prior approval, to raise funds and/or Frequent Flyer Miles to fulfill the dream. Money raised will be used for your dream up to a maximum allocation as described in item 7. Funds or Miles raised above the allocation for your dream will be used for future dreams. _____(Initial)

9. Representations and warranties. Recipient, relatives or friends together and each of them individually, make the following representation and warranties to JBF:

- (a) they have made a true and full disclosure of medical condition to JBF;
- (b) they will notify JBF 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 fulfilled, 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 potentially substantial expenses which they may be forced to personally incur as a result of unforeseen circumstances or events beyond JBF's reasonable control (more fully explained in Paragraph 7), or that they assume the risk and personal responsibility for such expenses;**
- (e) Recipient has not previously been granted a dream by JBF or another charitable dream granting organization; and
- (f) in requesting JBF to fulfill the dream, the dream recipient is not relying upon nor have they received any counsel or advice from JBF with respect to the advisability of or the risks attendant to the dream. _____(Initial)

10. Termination of dream. The James Bess 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 JBF 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,
- (c) events or circumstances render it impractical, imprudent, or inadvisable to fulfill or continue to fulfill the dream or
- (d) Recipient and any participants have breached any of the representations and warranties contained in Paragraph 8 of this Agreement.

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

_____(Initial)

11. Further Assurances. Recipient, and all participants agree that he or she shall, at the request of JBF, execute and deliver to JBF all further documents that JBF deems necessary or appropriate in order to prepare, execute and fulfill the dream. _____(Initial)

12. Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to be an original. _____(Initial)

13. Amendment. This Agreement shall not be modified or superseded, except by a writing executed by the parties. _____(Initial)

14. Governing law. The laws of the state of Tennessee shall govern this Agreement. _____(Initial)

15. Binding effect. This Agreement is binding on all heirs, successors, representatives, and assigns of all parties hereto. _____(Initials)

16. Severability. If any portion of this Agreement shall be determined to be invalid or unenforceable, all other portions shall remain valid and enforceable. _____(Initial)

17. 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. _____(Initial)

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.
_____ (Initial)

19. Proof of financial hardship. Dream recipient understands JBF reserves the right to request documentation of financial hardship. _____ (Initial)

20. Grant of Right of Publicity. PARTICIPANTS UNDERSTAND AND AGREE THAT FULFILLMENT OF THE WISH MAY RESULT IN PUBLICITY, WHETHER OR NOT THE JAMES BESS FOUNDATION ACTIVELY TAKES STEPS TO PUBLICIZE THE WISH. _____ (Initial)\

OPTION 1: The dream recipient and participants hereby irrevocably authorize JBF
(a) to publicize and use 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 each participant in any manner the James Bess Foundation chooses;
(c) to copyright, convey or otherwise distribute, now 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;
(d) 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 wish granted.

The dream recipient and each of the participants agrees that it is not necessary for JBF or anyone else to contact them prior to releasing any information authorized by this document. Each of the participants hereby releases JBF 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 Participants and the dream.

Initial here if Option 1 is selected: _____
(Must be initialed by ALL Participants)

OPTION 2: The dream recipient and participants request that the dream not be actively publicized by JBF to the news media and general public. However each of the participants understand that information regarding the dream and the participants will necessarily be discussed with and disclosed to those involved in the dream process. Each of the participants also understands that, even if JBF does not actively publicize the dream, the general public and the news media may obtain information concerning the dream from other sources.

Initial here if Option 2 is selected: _____
(Must be initialed by ALL Participants)

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

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

Dream Participant`

Date

Dream Participant`

Date

Dream Participant`

Date

Dream Participant`

Date

HIPAA FORM

Authorization for Use/Disclosure of Protected Health Information

TO: _____
(Physician)

(Physician's Address)

(Physician's Telephone Number)

RE: _____
(Patient – Print Name Legibly)

(Patient's Date of Birth)

I authorize the use and disclosure to the James Bess Foundation of protected health information about the Patient as described below:

Information that may be used/disclosed: All protected health information relating to Physician's assessments of:

- (a) whether Patient is medically eligible for the James Bess Foundation services; and
- (b) if so, whether his/her desired wish is medically appropriate. In addition, Physician is authorized to fill out, sign and provide to the James Bess Foundation forms that the James Bess Foundation may require, including forms relating to Patient's medical eligibility, the requested wish and medical considerations relating thereto.

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

Persons authorized to receive the information: Employees or other authorized representatives of:

JAMES BESS FOUNDATION
802 Arbor Lake Blvd * Hermitage, TN 37076
615-679-8001 (phone) JamesBessFdn@gmail.com (email) JamesBess.org

Purpose for which information will be used/disclosed: To enable the James Bess Foundation to obtain:

- (a) physician's assessments regarding whether Patient is medically eligible to have a wish granted by the James Bess Foundation and, if so, whether the requested wish is medically appropriate; and
- (b) pertinent information relating thereto.

Expiration date/event:

This authorization expires once Patient's wish has been granted by James Bess Foundation or a final determination has been made that Patient is not eligible to receive a wish.

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

(a) I understand that I may revoke this authorization at any time by so notifying Physician in writing, except to the extent that action has already been taken in reliance on the authorization;

(b) 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 re-disclosed by the recipient.

Patient Name	Patient Signature	Date
Patient Representative	Patient Representative Signature	Date

Mailing Instructions for Application and Completed Application Checklist:

Please use this list to check-off each step of the application before submitting

- _____ 1. Step ONE of the application completed and sent with a:
 - _____ Clear and recent photograph (within the past year)
 - _____ Request letter of no more than one page, one sided
 - _____ Copy of the signature page of your most recent tax return (Form 1040)

(Without these items your application will not be processed)
- _____ 2. Step TWO and Step THREE of the application completed with ALL required information.
- _____ 3. Step FOUR of the application completed and signed by your doctor
- _____ 4. Step FIVE of the application signed and dated after initialing Option 1 or 2.
- _____ 5. Step SIX of the application, the Dream Agreement Form:
 - _____ Initial all places where indicated.
 - _____ Choose option 1 or 2 on number 20 by initialing where indicated.
 - _____ Sign and date at the bottom.
- _____ 6. HIPAA form completed and signed (Disclosure Form - HIPAA, Health Insurance Portability and Accountability Act)
- _____ 7. The attached Frequently Asked Questions section has been reviewed fully.

If you are not sure if your application is complete, please call us at (503) 989-8388 and we will happily answer your questions. If we receive an incomplete application it will not be processed until all required information is received.

Please mail completed application to:

James Bess Foundation
802 Arbor Lake Blvd * Hermitage, TN 37076

Frequently Asked Questions

James Bess Foundation grants final dreams for adults between the ages of 21-65 with a life-threatening illness. With our headquarters located in Nashville, and a network of volunteers and supporters, we serve those in the greatest need around the country. We receive no state or federal funding, relying instead on the generosity of our supporters to fulfill dream requests.

Whom shall the dream be requested from?

- The dream must come from the adult struggling with the illness.
- Dream recipients must be able to communicate the wish and comprehend/participate in the dream experience

What do I need to be able to travel?

- Dreams involving overnight, or airline travel require that you have a valid driver's license, passport, or government-issued photo identification and a **MAJOR CREDIT CARD or DEBIT CARD**.
- **YOU NEED YOUR DOCTOR'S APPROVAL.** Travel dreams will require your doctor to sign our medical authorization form, and/or our oxygen release form, we may also require a letter of referral from a physician, nurse or social worker, as the James Bess Foundation works closely with medical personnel to determine the appropriate time to safely carry out the dream.
- **TRAVEL DREAMS MUST BE SAFE AND REALISTIC FOR THE TRAVELER AND REALISTIC FOR DREAM FOUNDATION TO FULFILL**

What is included in a travel dream needing accommodations and how long can I be away?

- Travel-related dreams needing accommodations, last **NO MORE THAN 7 NIGHTS** and **ARE NOT ALL-INCLUSIVE**. You may be responsible for your own spending money to cover gas, souvenirs, tips, meals and other incidentals. We do our best, however, to provide transportation, meals, hotel accommodations, park passes, etc.

Who can travel with me?

- **JAMES BESS FOUNDATION WILL PROVIDE FOR THE DREAM RECIPIENT AND THEIR IMMEDIATE FAMILY MEMBERS OR CAREGIVER** - such as a spouse/significant other/caregiver/mother/father and/or any dependent children, living in the home, under the age of 18.
- If the dream recipient wants grown children over the age of 18, grandchildren or other relatives or friends to accompany them on the trip, the family would be responsible for making arrangements and payment for the additional accommodations, meals, etc.

What if I want to stay with family or have family/friends brought to me? How long can I/they stay?

- If the dream recipient wants family members or friends brought to them, they may stay as long as desired unless James Bess Foundation must provide outside hotel accommodations/meals etc. In that case, the trip may only last 3-4 nights.
- As much as we'd like to assist with large, extended family trips, our limited resources make it impossible. Therefore, when bringing family to you, **we must limit it to 2-3 people depending on available frequent flyer miles and request that all participants travel from one location.**

How are airline tickets handled?

- For dreams requiring air travel, we must raise donated frequent flyer miles. **IT TAKES BETWEEN 25,000 - 80,000 DONATED MILES PER PERSON TO FLY WITH UNITED, DELTA, ALASKA OR CONTINENTAL AIRLINES.** Family and friends are encouraged to donate miles online or by calling our office.
- If frequent flyer miles cannot be raised in time, flights may be purchased if funding allows.
- **ALL DREAM RECIPIENTS FLY ECONOMY CLASS.**
- All flights are booked at least 14 days in advance in order for us to get the best prices on purchased tickets. Travelers must be flexible on their requested travel dates.

What if I require special medical assistance?

- Because we are not a medical foundation, **WE CANNOT ASSIST WITH MEDICAL NEEDS SUCH AS AIR AMBULANCE TRANSPORTATION, OXYGEN, MEDICAL EQUIPMENT, TREATMENTS, NURSES AND AIDES.**
- All medical assistance should be pre-arranged by your medical provider. This includes oxygen, wheel chairs, scooters, etc.
- We cannot arrange or provide for hospice care away from home, dialysis treatments, or nursing care while you are away.
- Should a dream recipient encounter a medical emergency while traveling we cannot assist with ambulance transportation, emergency room visits or hospital admissions. We cannot incur any additional costs deemed necessary for family members should their visit need to be extended while the dream recipient is hospitalized or with further arrangements if death should occur.

What if I want meet a celebrity?

- Celebrity dreams may take a long time to arrange, as they are dependent upon their availability and willingness to participate. Therefore, we cannot guarantee meet and greets, phone calls or autographed memorabilia.
- Dream recipients requesting a celebrity dream (actors, musicians, sports figures, authors, etc.) must be able to travel to the celebrity. We cannot request in-home meet and greets.
- The dream recipient must be able to communicate normally and be able to ambulate without medical assistance when requesting a meet and greet. (Remember, this needs to be a positive experience for everyone.)
- **DUE TO THE LENGTH OF TIME REQUIRED TO FULFILL A CELEBRITY DREAM, WE ASK THAT REFERRING AGENCIES AND FAMILIES NOT REFER SUCH DREAMS AS EMERGENCY DREAMS.**

What is an Emergency Dream?

- Emergency dreams are requests made for those with **A LIFE EXPECTANCY OF EIGHT (8) WEEKS OR LESS.** We process emergency dreams on a case-by-case basis.
- **ANY DREAM RECIPIENT WITH A LIFE EXPECTANCY OF LESS THAN EIGHT (8) WEEKS REQUESTING TRAVEL OF ANY KIND MUST HAVE A SIGNED MEDICAL AUTHORIZATION FORM AND OXYGEN RELEASE FORM FROM THEIR PHYSICIAN** (not a hospice nurse or social worker) stating that the recipient is safe to travel and that traveling will in no way jeopardize their health or put them in harms way. The dream recipient, or caregiver, must have a major credit card and proof that, in the event of an emergency, they can provide for any medical needs deemed necessary, and have the means to provide for extended accommodations, airline changes, emergency and non-emergency transportation, and meals.

SUCH DREAMS ARE CONSIDERED ON A CASE-BY-CASE BASIS AND MUST MEET APPROVAL OF OUR REVIEW BOARD. IT IS UNDERSTOOD THAT SHOULD THE DREAM RECIPIENT PASS AWAY WHILE ON THEIR DREAM, THE JAMES BESS FOUNDATION IS NOT RESPONSIBLE, OR LIABLE, FOR TRANSPORTING THE RECIPIENT HOME, NOR PARTICIPATING FURTHER IN THE DREAM.

How Long Does it take to Process a Dream?

The *verification* process of your application may take up to three (3) weeks, with the exception of emergency dreams. Please make sure your application is completed and everything required has been submitted (please refer to checklist provided). Missing information will delay or halt your application. All aspects of each dream are subject to James Bess Foundation board approval.

The fulfillment of a dream from an approved application may take up to 6 months depending on the length of time it takes to raise the funds and arrange the actual dream.

Please keep in mind – James Bess Foundation reserves the rights to its sole and absolute discretion to cancel/change preparation or fulfillment of the Dream at any time after signing the Agreement if they feel the Dream will endanger the health or safety of the Recipient. Therefore, we ask that all dreams be realistic for the Recipient and for the James Bess Foundation to fulfill.