



A Million Thanks - Application for Wish Grant

As stated on the web site, our organization uses the term "Soldiers" to include ALL branches of the United States Armed Forces. It is used as the majority of Americans use "soldier" when referring to our United States Service Members in general. We understand the distinctions; Air Force: Airman, US Marine Corps: Marine, US Army: Soldier, US Navy: Sailor, US Coast Guard: Coast Guardsman or just Guardsman. All Branches are considered equal in the application review process.

Before filling out this application, please review the Application Policy Guidelines and Eligibility Requirement page. Such Guidelines and Eligibility Requirements are incorporated fully herein by reference. Applications that do not fall within the parameters as outlined within them will be rejected. Generally, the more you can supply relevant information, the better your chances for approval will be.

Date of Application _____

Wounded Applicant Name & Rank

Rank	First	Middle	Last
------	-------	--------	------

Branch of Service _____ Unit _____

Birthdate ___ / ___ / _____ Age today _____ Age when injured _____

Current Address

City _____ State _____ Zip _____ Country _____

Home Address (if different from above)

City _____ State _____ Zip _____ Country _____

Home or Office Phone _____ Mobile Phone _____

Best Email Address to Reach You

_____ @ _____

Primary Doctor Name _____ Phone _____

Doctor Address _____ City _____

State _____ Zip _____ Country _____

Other Doctor Name _____ Phone _____
Other Doctor Address _____ City _____ Zip _____

Military Reference for Us to Contact (other than doctors)

Rank _____ Name _____
Address _____ City _____ Zip _____
Phone _____ Email if available _____

Family Reference for Us to Contact (other than spouse)

Name _____ Relationship _____
Address _____ City _____ Zip _____
State _____
Home Phone _____ Mobile _____

INJURY DESCRIPTION

Please describe your injury, how, when and where it occurred, current treatment you are receiving (if ongoing), and your limitations (if any).
(500 word maximum)

WISH REQUEST ("WISH")

Based on the Wounded Soldier's Wish Policies and Guidelines, please tell us about your wish, why it is important for you, and what impact, if granted, it would have for your future.
(500 word maximum)

PHOTO(S)

Each applicant may submit two (2) photos: one photo before the injury took place, and the other after the injury. Be sure each photo has your name as the JPEG file. If photos are submitted through the mail, please have your name on the back. Photos cannot be returned, and they become the property of A Million Thanks Inc. d/b/a Wounded Soldier's Wish. **By submitting your photos, you give your permission for the photos to be used in any way to help promote your wish request.** You may choose not to submit photos. If so, that will not preclude your application from being granted. However, a current photo may help toward your wish donations from the public if you are selected.

OTHER INFORMATION

MEDICAL CERTIFICATION

Please note that you are responsible for completing any and all applicable releases that your medical provider may require in order to certify your medical conditions for AMT.

CRIMINAL RECORD

I hereby certify that, other than routine traffic violations, I have not been convicted of a crime of any kind, whether in military courts or in civilian courts, nor do I have any such criminal charges outstanding against me at this time.

Signature _____ Date _____

(If you cannot provide the above certification, then please provide an attachment with information about each such charge or conviction, with any explanatory information that you believe may be helpful.)

REASONABLE LIMITS TO A WISH'S COST

AMT may, in its sole discretion, refuse to grant a Wish based upon its anticipated cost, or it may choose to alter the Wish in order to reduce the Wish's cost to a more appropriate level.

WISHES THAT CANNOT BE GRANTED

AMT does not grant Wish requests that involve any of the following:

1. Debt payments
2. Cash gifts
3. Legal aid
4. Political partisanship
5. Illegal or unethical activities

CERTIFICATION

I hereby certify that, to the best of my knowledge and belief, I am not reasonably able, given my current financial situation, to pay for my Wish personally.

Signature _____ Date _____

**WAIVER, ASSUMPTION OF RISK, RELEASE, HOLD HARMLESS, AND
COVENANT NOT TO SUE RELATING TO PARTICIPATION IN VOLUNTARY
ACTIVITY (“RELEASE”)**

I am over the age of eighteen, and I am fully competent to sign this Release. I have voluntarily chosen to provide certain personal and medical information, and to allow others to provide such information about me, as part of my application to the Grant-A-Wish/Wounded Soldier’s Wish Program of A Million Thanks, Inc. (“**AMT**”). In consideration of and as a condition to my application being considered for a grant, and in further consideration of any fundraising AMT sponsors toward my Wish, if any, and any grant awarded, if any (collectively, participation in the “**WSW Program**” of “**Grant-A-Wish Program**”), **I, on behalf of myself and my representatives, estate, executors, heirs, next of kin, administrators, beneficiaries, insurers, successors and assigns, and anyone else who might now or in the future claim by or through me (collectively, “my Representatives”), hereby agree to be bound by this Release in its entirety.**

1. **Understanding the Application and Selection Process.** I hereby understand and agree that the submission of my application to the WSW Program is not a guarantee that my wish will be posted or granted. I further understand and agree that the criteria, eligibility and awarding process of WSW will be at the final and sole discretion of AMT and that my wish application may be denied for any or no reason. I agree not to contact anyone connected with the WSW Program or AMT other than by email, during or after submission of my application except under extraordinary circumstances that might reasonably require it.
2. **Understanding the Risks.** I understand that if there are risks associated with the object or activities related to my request as part of the WSW Program, I am solely responsible for educating myself about such risks, and I assume any such risks voluntarily.
3. **Understanding AMT’s Relationship with Third Parties.** I understand that AMT does not represent or serve as agent for, and cannot control the acts or omissions of, transportation carriers, hotels and other suppliers of goods and/or services in connection with the WSW Program.
4. **General Release.** **I, on behalf of myself and my Representatives, hereby IRREVOCABLY, UNCONDITIONALLY, AND FOREVER**

RELEASE, DISCHARGE, ABSOLVE, AND COVENANT NOT TO SUE A MILLION THANKS, INC., its subsidiaries, affiliated entities, successors and assigns (hereinafter, "Released Entities"), and the respective members, directors, officers, trustees, managers, employees, representatives, agents, and volunteers of the Released Entities (hereinafter, "Released Parties"), from and with respect to any and all INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS, RIGHTS, LIABILITIES, CAUSES OF ACTION, DEMANDS, OR OTHERWISE (collectively, "Claims and Liabilities"), and agree that the Released Parties **SHALL NOT BE LIABLE FOR SUCH CLAIMS AND LIABILITIES, ARISING FROM MY PARTICIPATION IN THE WSW PROGRAM, or my request to be permitted to participate in the WSW Program, WHETHER FOR PERSONAL INJURIES OR ILLNESS, INCLUDING DEATH, PROPERTY DAMAGE, THE DISCLOSURE OF MEDICAL OR PERSONAL INFORMATION, OR IN CONNECTION WITH THE MEDIA LICENSE DESCRIBED BELOW, whether foreseen or unforeseen, present or future, known or unknown, even if caused by, or arising in whole or in part from, the NEGLIGENCE, FAULT, BREACH OF CONTRACT, STRICT LIABILITY, OR OTHER ACT, CONDUCT OR STATUS of any of the Released Parties, except only Claims and Liabilities resulting from the gross negligence or willful or wanton misconduct of a Released Party. Furthermore, I, on behalf of myself and my Representatives, agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from and against ANY AND ALL CLAIMS AND LIABILITIES released herein. This indemnification INCLUDES ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, COSTS, AND EXPENSES, whether suit is filed or not.**

5. **Media License**. If and only if my Wish is granted, on behalf of myself and my Representatives, **I hereby assign and grant to AMT AN IRREVOCABLE, PERPETUAL, ROYALTY-FREE LICENSE TO USE MY PHOTOGRAPH, IMAGE, VOICE, LIKENESS AND ANY IDENTIFIABLE ATTRIBUTES, IN WHOLE OR IN PART, IN ANY MEDIA (the "Images")** for development or charitable solicitation, advertising, trade and any other lawful purposes now and in the future that are in fulfillment of AMT's charitable purposes without further notification, inspection or approval and at no cost to the Released Parties and with no compensation to me (provided, however, that

neither AMT nor any other Released Party shall be obligated to use the Images in any way), and I further agree that AMT shall be the exclusive owner of any and all rights, including copyrights in the Images.

6. **Release of Personal Information.** If reasonably necessary to grant a Wish, I, on behalf of myself and my Representatives, give my express, written consent allowing AMT to share my personal information, including, but not limited, to my name, age, address, phone number, photograph, credit card information (if applicable), and passport information (“**Personal Information**”) with travel service providers (e.g., travel agents and agencies, airlines, hotels, ground transportation, tour operators, attractions, and travel insurance companies (“**Travel Providers**”)) for the purposes of reserving and booking travel arrangements and obtaining travel related products and services in connection with the WSW Program. I agree that the Travel Providers may contact me as necessary to obtain additional information in order to facilitate my travel arrangements for the WSW Program. I understand that the use of my Personal Information by Travel Providers is subject to the policies and procedures of such provider and not those of AMT. AMT’s use of Personal Information, however, is subject to AMT’s Privacy Policy, which is located at [WEB PRIVACY POLICY], as amended from time to time, and is incorporated herein by reference. Furthermore, I authorize the release of Personal Information to the US Department of State, US Embassies and Consulates, or other government agencies as may be required or recommended, in the sole opinion of AMT, for travel purposes.
7. **Fundraising Amount and Terms.** I hereby acknowledge and agree that AMT has the sole and exclusive right to set the target amount that will be raised in connection with any approved Wish, which generally will include amounts needed for AMT to meet administrative expenses in connection with the WSW Program. In addition, I acknowledge and agree that the *AMT Terms And Conditions For Donations To The Wounded Soldier’s Program*, as provided on the AMT website at [www.amillionthanks.org], as amended from time to time, are incorporated herein.
8. **Mandatory Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Release or the breach thereof, the parties shall use their best efforts to settle the dispute,

claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

9. **General Provisions.** This Release is binding upon me and my Representatives. This Release contains the complete expression of the agreement between me (on behalf of myself and my Representatives) and the Released Parties with respect to the subject matter hereof, and may be amended only in writing signed by the undersigned and the Released Parties' representative(s), or their successors. It is not intended to release the Released Parties from any claims or liabilities that, as a matter of law, cannot be avoided, waived or released, and no provision hereof should be so interpreted. Section headings and titles are for convenience of reference only and shall not affect, nor be construed to affect, the meaning of any provision of this Release. Time is of the essence as to all matters herein. This Release is governed by the internal laws of California (even if applicable conflict of law rules would provide otherwise). The terms of this Release are severable. This Release shall not be strictly construed against any party.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A WAIVER OF LIABILITY AND RELEASE, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY ME TO INDEMNIFY AND HOLD HARMLESS A MILLION THANKS, INC. AND THE OTHER RELEASED PARTIES, AND I SIGN IT OF MY OWN FREE WILL.

Signature _____ Date _____

Print Name _____

AMT TERMS AND CONDITIONS FOR DONATIONS TO THE GRANT A WISH / WOUNDED SOLDIER'S (WSW) PROGRAM

1. Any and all donations to AMT, whether to its Wounded Soldier's Wish Program/Grant-a-Wish Program or otherwise, are made subject to the full control and discretion of AMT and its governing body. No funds are accepted with the express or implied guarantee that they may be used only for a particular need or purpose.

2. Even so, when AMT approves a particular project or soldier's Wish and raises funds specifically for that project or Wish, it will strive to use funds raised in furtherance of such needs except in unusual circumstances, in which case funds already raised are contributed to AMT's General Fund. Whenever funds are contributed to AMT's General Fund, they are used either to meet other needs of veterans or to offset AMT's administrative expenses. Such unusual circumstances include, but are not limited to, the following:

- a) A small portion of any fundraising project or Wish will be used to pay reasonable and necessary administrative expenses of AMT, but AMT strives to keep such expenses to 10% or less of all funds raised, which is an exceedingly modest percentage according to Charity Navigator.
- b) When a particular Wish or project is oversubscribed, i.e., more funds are raised than is needed, then the excess funds are contributed to AMT's General Fund.
- c) A Wish for which all funds have not been raised within one (1) year from the time it was approved and posted on AMT's website may, at AMT's sole discretion, be taken down and no further funds raised on its behalf. At such time, the funds are contributed to AMT's General Fund. AMT may, but is not required to, discuss with the soldier whether a different wish might be granted with the funds raised, and it may grant a different wish.
- d) If the soldier for whom fundraising is taking place dies or becomes unable to take advantage of the Wish, the funds are contributed to AMT's General Fund. AMT may, but is not required to, discuss with the soldier or the soldier's family, as the case may be, whether a different wish might be granted with the funds raised, and it may grant a different wish.
- e) If, at any time, a soldier whose Wish is posted on the AMT website requests in writing that his or her information be taken down and states that he or she no longer wants AMT to raise funds towards the Wish, then such information will be removed and all funds raised will be contributed to AMT's General Fund. Please allow AMT three (3) full business days to have such information removed from the website.

- f) If AMT learns that there has been false information given in connection with a Wish request, or if it learns that the proposed recipient has been accused of a crime or of any other activity which, in the sole discretion of AMT, may bring ill repute upon AMT, then fundraising for that Wish may be suspended immediately and any information concerning it removed from the website pending an inquiry into the facts regarding the Wish or proposed recipient. If AMT's inquiry does not fully and completely answer its questions in a satisfactory manner, then the Wish may be canceled and all funds raised contributed to AMT's General Fund.

3. AMT may decide to approve and raise funds for a particular Wish only if it is modified.

4. You should understand that any donations made to AMT in general, and to the WSW Program in particular, cannot be used to support an unlawful deduction, or to avoid gift tax liability, and AMT will not be a party to such actions. For example, donors cannot use contributions to a particular Wish as repayments for amounts owed to a soldier, and family members cannot steer contributions through AMT in order to gain tax advantages that would not ordinarily be available for intra-family financial aid. Furthermore, WSW Program participants should not encourage such actions. If AMT discovers that donors are attempting to gain such tax advantages, it may provide a tax receipt stating that the donation is nondeductible, or it may decide to contribute such funds to AMT's General Fund. If WSW Program participants actively encourage such activity by donors, then the Wish may be canceled and all funds raised contributed to AMT's General Fund.

I HAVE CAREFULLY READ THE AMT TERMS AND CONDITIONS FOR DONATIONS TO THE WSW/GRANT-A-WISH PROGRAM AND FULLY UNDERSTAND ITS CONTENTS. I WILL ABIDE BY THESE TERMS AND CODITIONS AND I SIGN THIS OF MY OWN FREE WILL.

Signature _____ Date _____

Print Name _____