

"Perseverance Is Our Strength"

#### "Hand in Hand" Program Application

Thank you for your interest in the Pink Perseverance "Hand in Hand" Program. Please take the time to thoroughly read the information in this application form before filling it out.

<u>Purpose</u>: The Pink Perseverance "Hand In Hand" Program was developed to assist women who are currently going through breast cancer treatment and/or are breast cancer survivors, with their healthcare co-pays to purchase pre/post surgery items such as prosthesis, bras, wigs, and other garments and services through designated facilities that offer these services.

<u>Eligibility</u>: To be eligible for the "Hand in Hand" Program, the individual applying must be a <u>Breast Cancer</u> patient and/or <u>Breast Cancer</u> survivor that has received medical treatment related to the disease. Please include the following items with your application:

- A letter from your oncologist/physician verifying that the Applicant is a Breast Cancer patient and/or former patient in remission. Please include contact information of the physician (telephone, email, address, etc.)
- Include or attach a copy of the designated facility invoice and listed prices and items you would like to purchase from the facility.

<u>Application Approval</u>: Upon approval of your application from Pink Perseverance, Inc., funds will be dispersed to the designated facility based upon the information in your application and the availability of funds. Reimbursement will only occur upon receiving an invoice from the facility for any of the suggested items listed above. Please contact Pink Perseverance at (757) 218-5176 for information on the designated facilities that have agreements with Pink Perseverance regarding this program. Your submittal must include the signed "Hand in Hand" Application, Statement of Understanding, and Agreement/Release of Liability forms in order to be processed.



### Pink Perseverance, Inc. Breast Cancer Awareness Organization

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\*\*Please note that all information must be completed for this application to be processed. Please write legibly.

Your application must be mailed or emailed to the following address:

Pink Perseverance, Inc.

P.O. Box 7064

Hampton, Virginia 23666

Email: info@pinkperseverance.com

Applicant Information:			
Name (Last, First):			
Address:			
City/State/Zip:			
Telephone (AM)	(PM)	(Cell)	
Email:			
Date of Birth:			
Purchase Amount:			
Please tell us how the Pink Pers	severance Hand in Hand Prog	ram can assist you:	



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Applicants Statement of	f Understanding
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\*Please return to form with your application

I have read and understand the above and declare the information furnished by me is true and complete to the best of my knowledge. I hereby affirm that I am releasing medical information to PINK PERSEVERANCE, INC. I consent to the exchange of information between PINK PERSEVERANCE, INC., my physician and other facilities to provide the needed funding and/or services.

Applicant Signature	
Date	

Pink Perseverance, Inc. Policy: Pink Perseverance, Inc. does not discriminate against any person because of their race, creed, religion, sexual orientation, gender or age.



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#### AGREEMENT/RELEASE OF LIABILITY

Please Read Carefully, Completely and Sign

- 1. **Granting of Support and Services**. Pink Perseverance, Inc. agrees to pursue the fulfillment of the support and services of the person named above ("Recipient") in accordance with the terms and conditions of this agreement. Pink Perseverance reserves the right in the sole discretion, to decide which of the services, if any will be granted.
- 2. **Permission to Disclose Medical Condition**. The recipient grants Pink Perseverance, Inc., the right to disclose the nature of the medical condition to the extent necessary in the preparation, fulfillment and execution of the support and/or service.

Furthermore, the recipient grants Pink Perseverance, Inc. permission to obtain all medical information about the recipient which Pink Perseverance, Inc. may feel necessary for consideration or fulfillment of services and a support and authorize all physicians and medical care providers to provide Pink Perseverance, Inc., with all medical information.

- 3. Waiver. The recipient and participants accompanying the recipient hereby waives any and all rights he or she may have or may hereafter acquire against Pink Perseverance, Inc., its officers, directors, agents, and employees arising out of any injury, harm, damages, or losses suffered by the recipient, family, friends, or any of them, arising out of or in any way related to Pink Perseverance, Inc., preparation, execution or fulfillment of the support and services, regardless of whether such loss or harm is caused by the active, passive or gross negligence of Pink Perseverance, Inc. or any other person.
- 4. **Release**. Recipient, relatives or friends, together, and each of them individually, does hereby forever release and remise Pink Perseverance, Inc., its officers, directors, agents, and employees from any and all claims, lawsuits, damages, or losses arising out of or in any way related to Pink Perseverance, Inc., preparation, execution or fulfillment of the support and services, regardless of whether such loss or damage is caused by the active, passive or gross negligence of Pink Perseverance, Inc. or any other person.



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- 5. **Indemnity**. Recipient, relatives or friends, together and each of them individually, hereby agree to indemnify and hold harmless Pink Perseverance, Inc., its officers, directors, agents, and employees of and from any and all losses suffered by Pink Perseverance, Inc., its officers, directors, agents, and employees as the result of any claim, lawsuit, or action arising out of or relating in any manner to Pink Perseverance, Inc.'s preparation, execution and fulfillment of the services and/or support, or to breach by Recipient, relatives or friends of the representations and warranties contained in this agreement. Said harmless and indemnity includes, but is not limited to, reasonable attorneys fees and costs incurred by Pink Perseverance, Inc., its officers, directors, agents and employees in retaining attorneys of Pink Perseverance, Inc. choice to defend any and all such claims, lawsuits, and actions.
- 6. **Termination of support and/or service**. Pink Perseverance, Inc. reserves the right, in its sole and absolute discretion, to abort preparation or fulfillment of the support and/or service at any time after the signing of this Agreement, if Pink Perseverance, Inc. should determine that:
  - (a) Fulfillment of the support and/or service 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 or services related to the support and/or service
  - (c) Events or circumstances render it impractical, imprudent, or inadvisable to fulfill or continue to fulfill the support and/or service or
  - (d) Recipient has breached any of the representations and warranties contained in this Agreement. In the event Pink Perseverance, Inc., aborts preparation, or fulfillment of the support and/or service, Recipient, relatives and friends agree that Pink Perseverance, Inc. shall not be held liable or responsible for any expenses which Recipient, relatives and friends may have incurred in contemplation of Pink Perseverance, Inc. fulfilling the support and/or service.
- 7. **Further Assurances**. Recipient, relatives and friends agree that they shall, at the request of Pink Perseverance, Inc., execute and deliver to Pink Perseverance, Inc., all further documents that Pink Perseverance, Inc., deems necessary or appropriate in order to prepare, execute and fulfill the support and/or service.
- 8. **Amendment**. This Agreement shall not be modified, amended, or suspended, except by a writing executed by the parties.



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- 9. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia.
- 10. **Severability**. If any portion of this Agreement shall be determined to be invalid or unenforceable, all other portions shall remain valid and enforceable.
- 11. **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.
- 12. **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.



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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 Pink Perseverance, Inc., Recipient and each of the participants.

IMPORTANT: By signing below, you affirm and acknowledge that you have read this Agreement, have received a copy and fully understand its provisions.

Applicant/Responsible Party	Date
ink Perseverance, Inc. (President)	Date