

# Adult Application for Participation in the Kid Busy Living! Program

#### **Application Guidelines**

- Applicants must have been diagnosed by a physician as having Cystic Fibrosis; proof of diagnosis will be required.
- Applicants must be 18 years of age or over, and permanent residents of the state of Mississippi.
- Due to funding limitations, Kid Logistics may not be able to approve all applications. Funding will be granted on a first-come, first-served basis each year.
- In order to allow as many people as possible to participate, there is a \$500 limit on fees for any activity.
- Kid Busy Living! program recipients may apply once per year; only one grant can be awarded per recipient per calendar year.
- Applications must be received in a timely manner, allowing enough time to register the applicant and make available the necessary information to the activity provider.
- If your application is approved, funds will be paid directly to the designated activity provider.
- Kid Logistics can only consider fully completed applications.
- The "Cystic Fibrosis Care Provider Authorization" form is to be given to your CF care provider.
- Once the "Cystic Fibrosis Care Provider Authorization" form has been filled out by you and your CF care provider, it should then be submitted with your completed application.

#### Submit completed application to:

Kid Logistics PO Box 320702 Flowood, MS 39232 or kiri@kidlogistics.com

For further information call: (601) 706-9026 or email: kiri@kidlogistics.com

## Adult Kid Busy Living! Application

Date:			
Have you applied to Kid Logistics in the past?	Yes/No	If so, when?	 
Have you ever received a Kid Logistics grant?	Yes/No	If so, when?	 
Participant Information:			
First name:	Last	name:	
Address:			 
City:	State:	Zip	
Phone number:	E-mail:		 
Age: Date of Birth:		Gender: M F	

#### **Confirmation of Consent**

By signing here, I certify that I am choosing to participate in the activities listed below, and I execute the Waiver and Liability Agreement. I give my permission to Kid Logistics to discuss my condition with my healthcare providers, and with the organization providing the activities requested. I understand that Kid Logistics will require authorization from my doctor.

Print Name

Signature

## **Activity Information**

Please be as specific as possible when providing the following information. If any information is missing/left blank, we will not be able to process your request.

Type of activity or sport:			
(For example: Gym	Membership, Soccer Team, Swimm	ning Lessons, etc.)	
Name of business/organization providing	the activity, to whom funds will	be paid:	
Address:			
City:	State:	Zip:	
Phone number:	E-mail:		
Contact Person (if available):			
Start date of activity:			
Duration of activity:			
(For example: three day	vs, one week, two months, etc.)		

Cost of activity as given by activity provider: \$\_\_\_\_\_

Please complete and sign form on the last page.

### Waiver, Liability Agreement and Release Form

Please *read and initial* each of the points in bold below, and *sign* at the bottom of the page.

\_\_\_\_\_\_ I, on my own behalf, understand that I am undertaking the activities requested in this application under my own risk, and cannot hold the Kid Logistics charity liable for any illness, injury, or negative health impact related to, or as a result of, participation in the activities.

\_\_\_\_\_ I understand that while Kid Logistics offers CF care education to activity providers, Kid Logistics cannot be responsible for the providers accepting the information, or liable for the providers implementing the care information provided,

\_\_\_\_\_ I understand that Kid Logistics may contact my Cystic Fibrosis care provider/physician to request endorsement of my participation in the activities requested in this application.

\_\_\_\_\_\_ I understand that, due to the dangers of cross-infection, Kid Logistics will never knowingly send more than one person with CF to a program at once, but that Kid Logistics cannot guarantee that another person with CF will not attend independently, and that I am participating in the activities requested in this application under my own risk, and cannot hold the Kid Logistics charity liable for any illness, injury, or negative health impact related to, or as a result of, another person with CF participating in the same activity.

\_\_\_\_\_\_ I give permission to Kid logistics to use my story, photographs, videos, thank you notes and other correspondence to help demonstrate the impact of this program to the public through the Kid Logistics website, Facebook page, or other marketing materials. (OPTIONAL)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that all disputes involving Kid Logistics that is not barred by applicable statutes of limitations or otherwise barred by law, resulting from or arising out of premises liability, negligence, gross negligence, or intentional torts, or <u>any</u> claim filed by the undersigned which seeks either an unspecified amount of damages or damages (whether punitive, actual, or otherwise) equal to or greater than Twenty Thousand Dollars (\$20,000.00), shall be submitted to **BINDING ARBITRATION**, pursuant to the provisions of 9 U.S.C. section 1, et seq.

If the parties cannot agree upon the arbiter, then the **Circuit Court of Rankin County, Mississippi** shall make that determination upon the petition of any party to the dispute.

The arbiter selected to hear any dispute shall be empowered to enter an award of such damages, fees, and costs, as said arbiter deems just and proper. Notwithstanding, the maximum award permitted, in connection with any dispute submitted to said arbiter shall not exceed the amount originally demanded by the party seeking affirmative relief at the time the demand for arbitration is filed. Also, the award shall not exceed the maximum amount that a party could recover under the laws of the State of Mississippi (i.e., tort reform laws shall apply).

Any party to this agreement who fails or refuses to arbitrate in accordance with the terms of this binding arbitration agreement shall, in addition to any other relief awarded through arbitration, be taxed by the arbiter with all of the costs, including reasonable attorneys' fees, of the other party who had to resort to judicial or other means of compelling arbitration in accordance with the terms herein contained.

THIS BINDING ARBITRATION SHALL BE IN LIEU OF <u>ANY</u> CIVIL LITIGATION IN <u>ANY</u> COURT, AND IN LIEU OF <u>ANY</u> TRIAL BY JURY. In the event this Binding Arbitration provision is held to be void, then any and all claims that were described previously to be subject to this Binding Arbitration provision shall be adjudicated by a court of competent jurisdiction in **Rankin County**, **Mississippi** where Kid Logistics is domiciled, regardless of whether other parties are domiciled outside of Rankin County, Mississippi and regardless of where the tort, negligence, gross negligence, etc. allegedly occurred.

By signing this Waiver and Liability Agreement, I certify that I am the applicant, and I acknowledge that I HAVE READ AND FULLY UNDERSTAND AND AGREE TO ALL OF ITS TERMS AND CONDITIONS. I further state that I have executed this waiver and liability voluntarily and with full knowledge of its significance to be binding on me, my heirs, executors, administrators and assigns.

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

Signature