

Request for Assistance Child's Name Date of Birth: Date of Request:		
	Date of Birth: I	
(Please s	Program Requested tee our website or call the office for more information	tion on programs)
□ Assistance	Little Swimmers/Water Warriors	□ Little Riders
	quests please complete the following:	
	ion: Name of Doctor/Hospital	
	Time of Doctor/Hospital Time of A	
	r 🗆 Bus 🗆 Train 🗆 Air Estimated Co	
	Date of Departure	
	Date of Return:	
Lodging is only consider to the Ronald McDonald I hospital where your child If Lodging is Requested	□ Yes □ No If yes: □ Ronald McDonald Ho ed when other non-profit lodging is not available. Re house at least two weeks before appointment. Please is treated for this referral. The Social Worker will co d: Date of check-in Date of c ling Preference (Circle): 2 Qu	equests for lodging must be made call a Social Worker at the ntact us if lodging is unavailable. check-out
	any other funding sources utilized over the past 1	
	ested: Include complete ordering information (ma your insurance company, Medicaid, or Medicare.	ake, catalog number, size, etc.)
	ciated with Equipment Requested	

Please send the following with your completed application:

 \Box If this is your first time applying with Jack's Helping Hand <u>**OR**</u> it has been more than two years since you have applied please send in the complete application (pages 1-6)

□ If you have an application on file (less than two years old) please just complete the Request

for Assistance Form with this signature page (pages 5-6)

Copy of your health insurance card and State ID card (if applicable)

Color picture of the child (optional)

In order to advance financial assistance/gift cards in conjunction with the medical treatment of

_____ (child) the undersigned do hereby affirm the following:

- 1. The undersigned are the parents or legal guardians of the child.
- 2. Financial assistance provided will be with the use of said funds/gift cards to be specified by Jack's Helping Hand. Gift cards are to be used on the dates of requested appointments.
- 3. The undersigned further agree(s) to return any unused funds immediately to Jack's Helping Hands so that those funds can be utilized by the organization to benefit other families.
- 4. The undersigned acknowledge(s) and agree(s) to maintain records that will be made available to Jack's Helping Hand upon reasonable request, detailing the expenditures made with the funds/gift cards provided by the organization.

I have read the guidelines for financial assistance and the eligibility checklist and I declare that the information furnished on this application form, including attached sheets, is true and correct to the best of my knowledge.

Dated this day of	in the year
Parent/Guardian Signature	Parent/Guardian Signature
Please Print Name	Please Print Name
Relationship to the child:	Relationship to the child:
□ Mother □ Father □ Self	\Box Mother \Box Father \Box Self
Grandparent Other	\Box Grandparent \Box Other

RETURN TO:

Jack's Helping Hand

P.O. Box 14718 San Luis Obispo, CA 93406 Phone: 805-547-1914 Fax: 805-592-2018 Email: jhh@jackshelpinghand.org

Office Use Only:



Jack's Helping Hand Publicity Release Form C.C. 3344¹

Childs Name:

("Child")

RECITALS

Jack's Helping Hand Inc., ("JHH") is a non-profit corporation that raises funds to help support vital services that are provided by the caring staff at the CCS San Luis Medical Therapy facility. The Jack's Assistance Program assists children with illnesses and disabilities, providing special treatments, services, equipment and transportation that are not provided by other sources; or which exceed family financial capabilities. Jack's Helping Hand is also in the process of developing the Jack Ready Imagination Park which will be a universally accessible park with special equipment and access for children and adults with special needs.

AGREEMENT

In order to assist JHH with it's ability to raise funds for the purposes herein stated within the recitals, as well as those purposes included within the JHH Mission Statement, as the same is stated at jackshelpinghand.org (as may be amended and/or modified from time to time) as the same is hereby incorporated, and for valuable consideration hereby acknowledged, the undersigned, as the parent(s)/legal guardian(s) with legal custody of the Child, hereby grants permission for photographs (as defined under Civil Code 3344(b)) of the Child and the Child's full name (including my surname) to be included within any print, pictures and/or public and press releases, flyers, posters and/or similar publications (collectively "publications") which may be hereafter prepared, printed, distributed and/or published by, or otherwise connected with, Jack's Helping Hand, Inc. This permission includes the sole and exclusive right of Jack's Helping Hand to edit any and all photographs and/or videos, and to select any photographs and/or videos as Jack's Helping Hand may determine, in its sole and exclusive discretion for any and all such purposes.

This permission is provided as my/our express "prior consent" as the same is described under California Civil Code Section 3344(a), and the undersigned hereby waives any rights to assert any claims which may arise thereunder for the use of the Child's name, photograph or likeness under the terms of this agreement.

The undersigned hereby acknowledges and agrees that the permission hereby granted may be revoked by the undersigned, in writing, at any time. Any revocation by the undersigned shall be directed to Jack's Helping Hand, Inc. at 3580 Sacramento Dr. #110 San Luis Obispo, CA 93401. The undersigned further agrees and acknowledges that written revocation shall not be effective as to any publications which have been prepared for release at any time prior to the receipt by Jack's Helping Hand, Inc of the revocation provided for herein.

The undersigned further agrees and acknowledges that Jack's Helping Hand, Inc. shall have no obligation whatsoever to the any of the undersigned, or the Child for any payment or remuneration

¹ Civil Code 3344 protects against the unauthorized use of a name, voice, signature, photograph or likeness without prior consent. A complete copy of Civil Code 3344 is printed on the reverse side of this form.

whatsoever associated with, or in consideration for any publication made, published, promoted or hereafter directed by Jack's Helping Hand Inc. under the permission granted herein. All rights to any and all photographs, and publications shall be, and shall remain the exclusive rights of Jack's Helping Hand, Inc.

Signed		Date
	(parent or legal guardian)	
Print Name:	CDL:	

§ 3344. Use of another's name, voice, signature, photograph, or likeness for advertising or selling or soliciting purposes

(a) Any person who knowingly uses another's name, voice, signature, photograph, or likeness, in any manner, on or in products, merchandise, or goods, or for purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods or services, without such person's prior consent, or, in the case of a minor, the prior consent of his parent or legal guardian, shall be liable for any damages sustained by the person or persons injured as a result thereof. In addition, in any action brought under this section, the person who violated the section shall be liable to the injured party or parties in an amount equal to the greater of seven hundred fifty dollars (\$750) or the actual damages suffered by him or her as a result of the unauthorized use, and any profits from the unauthorized use that are attributable to the use and are not taken into account in computing the actual damages. In establishing such profits, the injured party or parties are required to present proof only of the gross revenue attributable to such use, and the person who violated this section is required to prove his or her deductible expenses. Punitive damages may also be awarded to the injured party or parties. The prevailing party in any action under this section shall also be entitled to attorney's fees and costs.

(b) As used in this section, "photograph" means any photograph or photographic reproduction, still or moving, or any videotape or live television transmission, of any person, such that the person is readily identifiable.

(1) A person shall be deemed to be readily identifiable from a photograph when one who views the photograph with the naked eye can reasonably determine that the person depicted in the photograph is the same person who is complaining of its unauthorized use.

(2) If the photograph includes more than one person so identifiable, then the person or persons complaining of the use shall be represented as individuals rather than solely as members of a definable group represented in the photograph. A definable group includes, but is not limited to, the following examples: a crowd at any sporting event, a crowd in any street or public building, the audience at any theatrical or stage production, a glee club, or a baseball team.

(3) A person or persons shall be considered to be represented as members of a definable group if they are represented in the photograph solely as a result of being present at the time the photograph was taken and have not been singled out as individuals in any manner.

(c) Where a photograph or likeness of an employee of the person using the photograph or likeness appearing in the advertisement or other publication prepared by or in behalf of the user is only incidental, and not essential, to the purpose of the publication in which it appears, there shall arise a rebuttable presumption affecting the burden of producing evidence that the failure to obtain the consent of the employee was not a knowing use of the employee's photograph or likeness.

(d) For purposes of this section, a use of a name, voice, signature, photograph, or likeness in connection with any news, public affairs, or sports broadcast or account, or any political campaign, shall not constitute a use for which consent is required under subdivision (a).

(e) The use of a name, voice, signature, photograph, or likeness in a commercial medium shall not constitute a use for which consent is required under subdivision (a) solely because the material containing such use is commercially sponsored or contains paid advertising. Rather it shall be a question of fact whether or not the use of the person's name, voice, signature, photograph, or likeness was so directly connected with the commercial sponsorship or with the paid advertising as to constitute a use for which consent is required under subdivision (a).

(f) Nothing in this section shall apply to the owners or employees of any medium used for advertising, including, but not limited to, newspapers, magazines, radio and television networks and stations, cable television systems, billboards, and transit ads, by whom any advertisement or solicitation in violation of this section is published or disseminated, unless it is established that such owners or employees had knowledge of the unauthorized use of the person's name, voice, signature, photograph, or likeness as prohibited by this section.

(g) The remedies provided for in this section are cumulative and shall be in addition to any others provided for by law.