



## **GRANT AGREEMENT**

1. **Request for Grant.** Pursuant to the enclosed application, \_\_\_\_\_ (“Recipient”) has requested a grant (the “Grant”) from Marisa’s Mission, Inc. (“Marisa’s Mission”). Marisa’s Mission reserves the right in its sole and absolute discretion, to decide if a Grant will be granted and on what terms. Marisa’s Mission shall have no obligation to fulfill any Grants hereunder if it elects to terminate or abandon such Grants as set forth below.
2. **Representations and warranties.** Recipient makes the following representations and warranties to Marisa’s Mission:
  - a) Recipient has made a true and full disclosure of all medical conditions to Marisa’s Mission;
  - b) Recipient has made a true and full disclosure of all financial conditions to Marisa’s Mission;
  - c) All information contained in the application and any materials provided in support of the application are true and correct in all material respects;
  - d) Recipient will notify Marisa’s Mission if Recipient’s medical condition materially changes at any time prior to fulfillment of the Grant;
  - e) Recipient will notify Marisa’s Mission if Recipient’s financial condition materially changes at any time prior to fulfillment of the Grant;
  - f) Except as disclosed in the application, Recipient has not previously been granted a Grant by Marisa’s Mission or another charitable Grant-granting organization; and
  - g) If the Grant involves travel, Recipient is 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 Marisa’s Mission’s reasonable control and that they assume the risk and personal responsibility for such expenses.
3. **Grant Award Letter.** If a Grant is awarded, the expenses Marisa’s Mission agrees to pay for are limited to those that are specifically set out in a grant award letter sent to Recipient (the “Grant Award Letter”). Marisa’s Mission shall not have any responsibility or liability for expenses incurred by Recipient, relatives or friends which have not been expressly assumed by Marisa’s Mission pursuant to the Grant Award Letter. For example, a particular Grant may contemplate Marisa’s Mission 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 Grant. In that event, it will be the sole responsibility of the Recipient to pay for all expenses in excess of those for which Marisa’s Mission has agreed to pay, whether medically-related, for meals and lodgings, including hospitalization, or for other goods, or services of any nature.
4. **Medical Research Grants.** If the Grant is under the Medical Research Grant Program, the



Recipient agrees to execute additional agreements regarding disbursements and reporting as required by Marisa's Mission in order to receive the Grant.

5. **Permission to disclose medical condition.** The Recipient grants Marisa's Mission the right to disclose the nature of his/her medical condition to the extent necessary in the fulfillment of the Grant. Furthermore, the Recipient grants Marisa's Mission permission to obtain medical information about the Recipient which Marisa's Mission may feel necessary for fulfillment of the Grant and authorize all physicians and medical care providers to provide Marisa's Mission with all medical information. The Recipient also agrees to sign any HIPPA-related waivers or other documents necessary in connection with the release of medical information necessary to fulfill the Grant.
6. **Permission to disclose financial information.** Grant Recipient understands Marisa's Mission reserves the right to request documentation of financial hardship. Furthermore, the Recipient grants Marisa's Mission permission to obtain financial information about the Recipient which Marisa's Mission may feel necessary for fulfillment of the Grant.
7. **Waiver and Release.** The Recipient and all participants hereby waive any and all rights he or she may have or may hereafter acquire against Marisa's Mission, 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 Marisa's Mission preparation, execution or fulfillment of the Grant, regardless of whether such loss or harm is caused by the active, passive or gross negligence of Marisa's Mission or any other person. Recipient, and all participants, together, and each of them individually, does hereby forever release and remise Marisa's Mission, its officers, directors, agents, and employees from any and all claims, lawsuits, damages, or losses arising out of or in any way related to Marisa's Mission preparation, execution or fulfillment of the Grant, 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 Marisa's Mission or any other person.
8. **Indemnity.** Recipient, and all participants, together and each of them individually, hereby agree to indemnify and hold harmless Marisa's Mission, its officers, directors, agents, and employees of and from any and all losses suffered by Marisa's Mission, its officers, directors, agents, and employees as the result of any claim, lawsuit, or action arising out of or relating in any manner to Marisa's Mission's preparation, execution and fulfillment of the Grant, or due to a breach by Recipient, or any participants, of the representations, warranties or covenants contained in this agreement. Said hold harmless and indemnity includes, but is not limited to, reasonable attorneys' fees and costs incurred by Marisa's Mission, its officers, directors, agents, and employees in retaining attorneys of Marisa's Mission's choice to defend any and all such claims, lawsuits, and actions.
9. **Fundraising; Publicity.** As a recipient of a Grant from Marisa's Mission, the Recipient agrees to allow Marisa's Mission to use and publish information about Recipient's Grant for



Marisa's Mission's fundraising and publicity purposes. Accordingly, the Grant Recipient and any associated participants ("Participants") hereby irrevocably authorize Marisa's Mission: (a) to publicize and use Participants' likenesses, voices and features, with or without their names, for any publication, promotion, advertisement, trade, business use, or any other purpose whatsoever in perpetuity; (b) to photograph, videotape, film, and record each participant in any manner; (c) to copyright, convey, transmit or otherwise distribute, now or in the future, any such material involving the participants for any purpose to anyone, including the general public, through all media presently in existence or later invented, throughout the world, including without limitation print, video, television, radio, digital, internet, and social media; and/or (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 Grant granted.

10. **Termination of Grant.** Marisa's Mission shall terminate the preparation and/or fulfillment of the Grant after the signing of the Agreement, if: (1) Recipient and any participants have breached any of the representations, warranties or covenants contained in this Agreement; (2) Marisa's Mission determines, after consulting with a medical professional, that the Recipient is or will be incapable of appreciating or utilizing the goods, services, or activities related to the Grant; (3) the Recipient passes away prior to the fulfillment of the Grant; (4) Marisa's Mission determines, after consulting with a medical professional, that fulfillment of the Grant may endanger the health or safety of Recipient or of others involved in the Grant; or (5) Marisa's Mission determines, in its sole and absolute discretion, that the Grant Recipient, his or her Grant or the participants of the Grant do not compliment the values of the Marisa's Mission. In the event Marisa's Mission aborts preparation or fulfillment of the Grant, Recipient, and all participants agree that Marisa's Mission shall not be held liable or responsible for any expenses that Recipient, or any participants may have incurred in contemplation of Marisa's Mission's fulfilling the Grant.
11. **Further assurances.** Recipient and all participants agree that he or she shall, at the request of Marisa's Mission, execute and deliver to Marisa's Mission all further documents that Marisa's Mission deems necessary or appropriate in order to prepare, execute and fulfill the Grant, including without limitation, evidence of permission to perform a background check on the Recipient.
12. **Miscellaneous.** This Agreement may be executed in counterparts, any of which shall be deemed to be an original. This Agreement shall not be modified or superseded, except by a writing executed by the parties. The laws of the Commonwealth of Massachusetts shall govern this Agreement without regard to its conflict of laws principles. This Agreement is binding on all heirs, successors, representatives, and assigns of all parties hereto. If any portion of this Agreement shall be determined to be invalid or unenforceable, all other portions shall remain valid and enforceable. This Agreement, the application and all materials provided in support of the application 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. 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.

By signing below, the undersigned affirms and acknowledges that he/she has read this Agreement, has retained a copy, and fully understands and agrees to its provisions. All Participants must sign this Agreement. 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.

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_