



Dake Foundation for Children  
PO Box 3575, Saratoga Springs NY 12866  
dakefoundationforkids@gmail.com  
(518) 226-0252

## Application for Adaptive Equipment and Services

This application may be used for requests of equipment and services that have been denied by insurance and/or Medicaid. The Dake Foundation for Children (the Foundation) does not grant reimbursements. Depending on the grant, the Foundation reserves the right to request additional information. A complete application and all necessary attachments are required prior to review.

## Contact Information

### Applicant Demographics:

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

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_

### Parent/Guardian Demographics:

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

Relationship to applicant: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Is the applicant your dependent: \_\_\_\_ Yes \_\_\_\_ No

Is the address of the parent/guardian same as the child's above: \_\_\_\_ Yes \_\_\_\_ N (if no, please add contact address below)

Address: \_\_\_\_\_

## **\*\*Statement of Justification from Medical Professional**

Please attach a letter(s) of medical justification outlining the child's medical background and need for the equipment/service requested from a qualified medical/educational professional (PT, OT, SLP, MD, PA, NP, SPED). Medical justification **must** correspond with the specific request.

## **Statement of Personal Finances**

Please indicate which statement represents your ability to contribute financially towards the requested items.

I/we are unable to contribute to the purchase of the requested items as it would cause a financial hardship on our family.

I/we are able to contribute towards the purchase of the items. Contribution amount: \_\_\_\_\_

## **Media/Publicity Consent**

By checking all areas below **you give consent** for the child's information to be shared.

Child's Name

Child's Image (Social Media: Instagram, Facebook, Website. Etc.)

Child's Image: Print Media: brochures, pamphlets

# Grant Request Information

Please describe in detail the equipment/services you are requesting. Be sure the request is detailed and complete, please attach additional pages if necessary.

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Website or brochure: \_\_\_\_\_

Expected Cost: \_\_\_\_\_

Has the child had previous positive experiences and/or exposure to equipment/services like this request?

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If requesting equipment, please provide child's height/weight/hip width: \_\_\_\_\_

Is the applicant receiving therapy services at this time (PT/OT/Speech):    \_\_\_ Yes    \_\_\_ No

Therapy Received: \_\_\_\_\_

Therapist: \_\_\_\_\_                      Therapist contact info: \_\_\_\_\_

Has this request been submitted to insurance? \_\_\_\_\_

Is the child currently receiving self direction services? If so, has this request been submitted to their Self Direction Coordinator? \_\_\_\_\_

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Introduce us to the applicant and their current level of independence:

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Explain how the equipment/service requested would support the child towards further independence, inclusion, and fun.

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# Equipment Donation Waiver and Release of Liability Agreement

## 1. Commencement Date and Parties

This Equipment Donation Waiver and Release of Liability Agreement (the "Agreement"), effective as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between the Dake Foundation for Children, a New York State not-for-profit corporation having an address of P.O. Box 3575, Saratoga Springs, NY 12866 (hereafter referred to as the "Foundation" ) and \_\_\_\_\_, (hereafter referred to as the "Recipient").

The Foundation's principal activity is providing grants and equipment donations to children with disabilities. The Foundation and the Recipient have entered into this agreement voluntarily with the hope and expectation that the donation of this equipment will benefit the user through increased mobility and independence. To this end, the Dake Foundation and the Recipient have agreed to the following:

## 2. Donation of Durable Medical Equipment

Recipient hereby agrees to accept equipment donated by the Foundation in accordance with the terms and conditions of this Agreement. Equipment is for the use of the recipient only.

The following is a description of the donated equipment or device:

\_\_\_\_\_ (hereinafter, the "Equipment").

## 3. Amendment

No amendment, alteration, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

## 4. Previous Agreements; Binding Effect

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. The terms of this Agreement shall be binding on the parties and upon their heirs, administrators, executors, successors, and assigns.

## 5. Insurance

The Foundation may request proof of homeowners/renters insurance from the Recipient. The Recipient must provide proof of coverage, if requested, that is acceptable to the Foundation, in the Foundation's sole and absolute discretion.

## 6. Liability Waiver and Release of Liability.

With full knowledge and appreciation of the dangers inherent in the use of the Equipment, the Recipient and the Recipient's parents and guardians hereby voluntarily waive any and all right to sue, and hereby release the Foundation, its directors, employees, volunteers, agents and assigns from all liability, loss, claims, damages (actual and consequential) for injury, death, expenses, or damage to person or property resulting from the use of the Equipment by any person, or resulting from any action or inaction by Recipient. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the Foundation and which actions or inactions constitute ordinary negligence or a violation of applicable law. The terms of this Section 6 survive the period of use of the Equipment by the Recipient.

## 7. Miscellaneous

This Agreement is intended to be as broad and inclusive as applicable state law permits. If any clause conflicts with applicable law, only that clause will be void but the remainder shall stay in full force and effect.

I HAVE READ THIS EQUIPMENT DONATION WAIVER AND RELEASE OF LIABILITY AGREEMENT. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS AGAINST THE FOUNDATION AS DESCRIBED IN SECTION 6 ABOVE AND THAT I AM ASSUMING ALL RISKS INHERENT TO MY USE OF THE EQUIPMENT AND I AGREE TO BE FULLY BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

Recipient (if age 18 or older) or Parent/Guardian of Recipient

\_\_\_\_\_  
Relationship to Recipient: \_\_\_\_\_

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

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

Dake Foundation for Children

By: \_\_\_\_\_

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

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

The Dake Foundation has an adaptive equipment loaner program in which we would accept a gently used item back from a grant recipient once it has been outgrown. We ask that you consider donating your loved equipment to the Foundation to benefit other children.

I/We agree to the following:

- A. I/We attest that the information provided in this application is, to the best of my knowledge, true and accurate.
- B. I/We agree to provide the Dake Foundation for Children confirmation of receipt of the granted item.
- C. I/We agree to provide a picture of the grantee with the granted item (for internal purposes only unless otherwise specified).

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_