

APPOINTMENT OF LONG-TERM GUARDIAN(S)

I, _____, am the parent or legal guardian of:

<u>Child's name (if under 18 years of age)</u>	<u>Birthdate</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I revoke all prior nominations of guardianship I may have executed. I appoint the following in the order listed below to act as guardian of the above-named children if I am unable to care for my children:

<u>Guardian's name</u>	<u>Phone</u>
_____	_____
_____	_____
_____	_____

Upon my immigration detention, deportation, disability, death, or other unavailability of any kind, the designated guardian shall have the authority to make all decisions relating to the care of my children, including but not limited to decisions concerning residential custody of my minor children; approving or disapproving medical treatment that is proposed or available for my children; making educational decisions and accessing their educational records, and all other decisions pertaining to my children's care and custody. If I should return from disability, I retain the right to revoke this guardianship appointment at any time.

The above-named guardians shall be designated as a "Personal Representative" of my children as defined by Public Law 104-191 and supporting CFRs, otherwise known as the Health Insurance Portability and Accountability Act of 1996, as amended, or HIPAA. A "Personal Representative" may view my child's medical records, execute releases of confidential information from medical providers and insurers or other third parties, and shall be considered as a "personal representative" for health care disclosure under HIPAA. This authorization and consent to disclosure shall apply whether or not I continue to have the capacity to give informed consent, and is effective immediately upon signing of this instrument.

I further consent to and direct covered entities to provide my child's protected health information to a "personal representative" at any time upon his or her request.

I reserve the right to revoke this delegation at any time in writing without notice to any of the parties. No delegate shall be required to file or furnish any bond, surety or other security in any jurisdiction. Photocopies of this delegation, including facsimiles and digital or other reproductions, will have the same force and effect as the original. I intend for this appointment to be enforced in any and all states and countries in which my children or the above named delegates reside.

Signature of Parent or Legal Guardian _____
Date

Address: _____

City, State, ZIP: _____

WITNESSES:

Name of Witness 1: _____

Signature: _____ _____
Date

Address: _____

City, State, ZIP: _____

Name of Witness 2: _____

Signature: _____ _____
Date

Address: _____

City, State, ZIP: _____

NOTARY:

STATE OF _____
COUNTY OF _____

Subscribed and sworn to or affirmed before me by
_____, Parent or Legal
Guardian,
and _____ and
_____ Witnesses,

as the voluntary act of the Parent or Legal Guardian this
_____ day of _____, in the year _____.

Notary Public Signature

Notary Public Printed Name

My commission expires: _____

Financial Durable Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that

_____ (Principal) has made, constituted and appointed, and by these presents does make, constitute and appoint

_____ (Agent), as true and lawful attorney for Principal and in the name, place and stead of Principal, to make financial decisions for Principal, if and when Principal is unable to act due to immigration detention or deportation or is incapacitated or incompetent, as certified by one or more physicians or psychiatrists.

If Agent listed above is not available, not willing or is unable to act as my Agent, then I appoint the following person(s) to serve, in the order listed below:

_____ (Agent),

_____ (Agent),

When in effect, this Power is given to enable the Agent to hold and administer all of the assets of the Principal, both real estate and personal property, and this Power includes the right to perform all of the following functions: To purchase flower bonds; to form corporations and other entities; to reorganize corporations and other entities of which Principal is a stockholder, member or other party; to purchase, cancel or renew life, health, long term care or other insurance or annuities without the necessity of seeking court approval; to allow the Agent to make tax-free gifts of the Principal's assets; to authorize the Agent to claim or disclaim property interests which the Principal may be entitled to receive; to fund revocable trusts of which the Principal is trustor or settlor; to buy and sell and transfer real estate, securities and other investments or property; and to do all other acts which the Agent deems to be in the best interest of the Principal, including, but not limited to, the following:

1. The Agent is specifically given the power to perform all of the tasks which the Principal would perform for and on behalf of the Principal and in addition thereto the Agent is given the power to act as Guardian for the Principal and the Principal hereby appoints the Agent as Guardian for the Principal during times when the Principal is incapable of acting.

2. Agent is specifically given the power to manage the financial affairs of the Principal, including managing real estate, investments, bank accounts, retirement accounts, records, personal property, collecting income and benefits, selling of assets including a motor vehicle as required to meet additional expenses of the Principal, and reinvesting income and proceeds received from investments.

3. Agent is specifically given the power to pay bills and other obligations of Principal, and to pay those bills on a current basis. Agent is given authority to borrow money in order to meet obligations rather than liquidate assets at depressed prices. Agent is specifically given the power to borrow from banks and insurance companies or other sources as needed.

4. Agent is specifically given authority to operate, continue, dissolve, merge or sell any business that the Principal may own, and to use all assets

that may be necessary to fulfill this decision, even those assets not previously committed to the business.

5. Agent is specifically given authority to create trusts and to manage Principal's security holdings, and to employ or discharge professional financial advisors and managers if the Agent believes this to be important. Agent is authorized to transfer securities to the trustee for continued management in the trust. Agent is further given authority to withdraw assets from the trust to meet the needs of the Principal. Securities and other investments shall be managed in a prudent manner. If income is needed, investments should emphasize income generation. In addition, Agent is given the authority to transfer assets from the Principal's name to any revocable living trust that Principal may have established during Principal's life.

6. Agent is specifically given authority to commence any litigation for and on behalf of Principal or to continue any litigation for and on behalf of Principal. Agent is specifically given the power to prosecute or defend claims, including the right to settle matters and grant releases. Agent is specifically given the authority to employ or discharge attorneys and to make binding arrangements on behalf of Principal.

7. Agent is specifically given the authority for filing tax returns and handling all other matters related to the Principal's taxes, including handling tax disputes with the Internal Revenue Service. Agent is given specific authority to represent the Principal in tax matters including the right to sign Internal Revenue Service Power of Attorney, Form 2848.

8. Agent shall keep a record of all financial decisions and transactions made. Agent shall be entitled to receive reasonable compensation of \$_____ per hour for services rendered.

9. Agent shall be authorized to see and copy any books, records, files, and papers of the Principal, including any will, trust, other estate planning documents, insurance policies and annuities.

The Principal exonerates the Agent from liability for all non-negligent acts of the Agent.

This Financial Power of Attorney shall take effect if Principal is incapacitated or incompetent, as certified by one or more physicians or psychiatrists, and shall be durable and remain in effect while Principal remains incapacitated or incompetent, or until revoked. Upon execution of this Financial Power of Attorney, any Financial Power of Attorney previously executed by Principal shall be revoked. All acts done by Agent pursuant to the powers conferred herein, during any period of incapacity or incompetence, shall have the same effect and inure to the benefit of and bind the Principal or his/her heirs, devisees and Personal Representative, as if the Principal was competent and not incapacitated;

GIVING AND GRANTING unto said Agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully to all intents and purposes as the Principal might or could do if personally present and able; hereby ratifying and confirming all that said Agent shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the hand and seal of Principal has hereunto been affixed:

BY SIGNING HERE, I INDICATE THAT I UNDERSTAND THE PURPOSE AND EFFECT OF THIS DOCUMENT.

Principal signature Date

WITNESSES:

Name of Witness 1: _____

Witness signature Date

Witness Home Address: _____

City, State, Zip: _____

Name of Witness 2: _____

Witness signature Date

Witness Home Address: _____

City, State, Zip: _____

NOTARY:

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to or affirmed before me by

_____, Principal, and

_____, and

_____, Witnesses,

as the voluntary act and deed of the Principal, this

_____ day of _____

in the year _____

Notary Public Signature

Notary Public Printed Name

My commission expires: _____