

Preservation Agreement, Next of Kin

This agreement is between _____ (the "Next of Kin") and Oregon Cryonics, an Oregon nonprofit corporation.

The Next of Kin represents that he/she is the legal next of kin of _____ (the "Patient") and that he/she possesses all legal authority over the disposition of the Patient's body. The Next of Kin desires to have the brain of the Patient preserved by Oregon Cryonics.

The parties hereby agree that Oregon Cryonics shall preserve the brain of the Patient, and that the Next of Kin will make payment for this service as described in this Agreement. The parties agree to perform other tasks as may be required in connection with the preservation in accordance with the terms and conditions set forth below.

I. Duties of Oregon Cryonics

- A. Oregon Cryonics shall use its best efforts to preserve the Patient's brain, to the extent possible with the funding provided by the Next of Kin, using such methods as Oregon Cryonics determines in its good faith judgement are most likely to result in the highest quality of preservation.
- B. The Patient's body other than the brain shall not be preserved, but shall be cremated. If Oregon Cryonics receives the body of the patient, it may be dissected and used for anatomical education in the facility of Oregon Cryonics, a process that may go on for many months. Then, all remaining tissue shall be cremated and returned to the Next of Kin at the expense of Oregon Cryonics.
- C. Oregon Cryonics shall not be responsible for performing procedures on the Patient except at the facility of Oregon Cryonics in Salem, Oregon (or such other location at which Oregon Cryonics possesses facilities and equipment suitable for its procedures). The responsibility for transporting the Patient's body to Salem, Oregon or such other location, as indicated by Oregon Cryonics, shall rest with the Next of Kin and not with Oregon Cryonics. Oregon Cryonics may, at its sole discretion, aid in such transportation, upon payment of a reasonable fee requested by Oregon Cryonics for this assistance.
- D. The Patient may be perfused with a fixative and/or a cryoprotectant (antifreeze) solution if such preparation is deemed feasible and useful. Oregon Cryonics shall not be responsible for any problems relating to the Patient's preparation, handling, or circumstances prior to arriving at the Oregon Cryonics facility in Salem, Oregon.
- E. Oregon Cryonics shall not be responsible for any problems arising by reason of any federal, state, or local statutes, regulations, ordinances, or governmental or judicial directives.
- F. Oregon Cryonics shall not be responsible for any failure to preserve the Patient resulting in whole or in part from the Next of Kin's breach of any of his/her duties under this Agreement, or from the failure of cooperation of the Patient's family, physician(s), attorney, heirs or executors, or any medical care facility, where such failure makes impractical the timely and adequate preservation of the Patient.
- G. Any failure by Oregon Cryonics to perform its obligations hereunder, which failure results in whole or in part from the occurrence of a contingency beyond the reasonable control of Oregon Cryonics, and which contingency makes performance hereunder by Oregon Cryonics impractical (such

contingencies to include, without limitation, fire, strike, terrorist action, act of nature, unanticipated disaster, or shortage of materials) is excused, and Oregon Cryonics shall be without liability therefor.

H. Oregon Cryonics will not publicly release the names of relatives of the Patient unless those relatives have given their permission in a signed Relative's Affidavit. Case reports are written after each preservation and are released publicly.

1) (default) Reports regarding the preservation may include all biographical and medical details.

If more limited disclosure is requested, check one of these:

2) _____ Reports regarding the preservation may be published in an anonymized format, with specific identifiable information such as name, exact age, and city removed, but with all procedures and medical details included.

3) _____ Other instructions _____

In all cases, the Next of Kin understands that cryonics generates extreme public scrutiny and that information about the Patient may leak to the public from a number of sources. In no case shall Oregon Cryonics be liable for any public disclosure of information.

I. The obligations of Oregon Cryonics shall otherwise be limited as indicated in other sections of this Agreement.

J. All decisions to be made by Oregon Cryonics under this Agreement shall be made by Oregon Cryonics in its sole judgement, and Oregon Cryonics shall not be liable for the consequences of any such decisions made in good faith, whether or not negligent.

II. Payment

A. The Next of Kin shall pay to Oregon Cryonics a Preservation Fee in consideration of the efforts of Oregon Cryonics to preserve the Patient's brain. The fees are posted on the website and may change from time to time. The full amount of the Preservation Fee shall be paid to Oregon Cryonics no later than 30 days after the Patient has been delivered to Oregon Cryonics.

B. This Agreement is not, and shall bear none of the incidents of, a trust. None of the Patient's heirs, successors, assigns, estate, or agents shall possess any equitable interest in the Preservation Fee after the payment thereof to Oregon Cryonics, or in any of the proceeds of Oregon Cryonics's investment thereof, and Oregon Cryonics shall owe no fiduciary duty to the Patient's heirs, successors, assigns, estate, or agents, in respect of this Agreement.

C. The Next of Kin's full and complete performance of his/her duties under this section shall be a condition precedent to Oregon Cryonics's performance of its duties under this Agreement. The Next of Kin's obligation to make payment hereunder shall be independent of the payment or failure to make payment by any insurer or other third party.

III. Duties of the Next of Kin

"Related Individuals" refer collectively to relatives, heirs, next of kin, executor, legal representative, physician, attorney, and other person's with authority over disposition of the Patient's body or over the Patient's estate.

- A. The Next of Kin and Related Individuals shall execute any further documents as may assist preservation.
- B. The Next of Kin and Related Individuals shall persuade medical authorities to release the body immediately to Oregon Cryonics.
- C. The Next of Kin and Related Individuals shall not interfere in any way with the preservation procedures.
- D. Once the Patient is in storage at Oregon Cryonics, the Next of Kin cannot remove the patient.

Any failure by the Next of Kin and Related Individuals to perform these duties shall relieve Oregon Cryonics of its duty to preserve the Patient.

IV. Contingencies

- A. If at any time the funds possessed by Oregon Cryonics do not permit continued preservation, Oregon Cryonics shall pursue alternative methods of preservation using its best judgement. Alternative methods may include, but are not limited to, removal of tissue, storage at higher temperatures, chemical preservation, or transfer to an alternate organization. At such time that Oregon Cryonics determines in its best good faith judgement that the Patient's continued preservation is certainly futile, by reason of lack of funds or otherwise, the Patient's preservation shall cease, and the Patient's remains shall be disposed of by burial or cremation. Oregon Cryonics shall not be liable for such termination of the Patients preservation, provided that Oregon Cryonics shall have performed its obligations under this Agreement.
- B. If, in the best good faith judgement of Oregon Cryonics, the preservation of the Patient is impractical because of legal problems, interference by Related Individuals, medical, judicial or administrative authorities, or otherwise, Oregon Cryonics may pursue any alternative method of preservation, may fail to commence preservation, or may cease preservation. The Patient's body may be disposed of by burial or cremation, and Oregon Cryonics shall not be liable therefor.
- C. If Oregon Cryonics does not preserve the Patient, Oregon Cryonics shall be entitled only to compensation for costs incurred. The remaining portion to which Oregon Cryonics is not entitled shall be returned to the Next of Kin.

V. Warranties

Oregon Cryonics does not expressly warrant the quality of its efforts under this Agreement, and disclaims and excludes all warranties, express or implied, including all warranties of merchantability or fitness, except that Oregon Cryonics promises to use its best efforts to perform its obligations under this Agreement, as limited by the terms hereof. The warranties excluded and disclaimed hereunder include, by way of example and not limitation, the following:

- A. Oregon Cryonics does not warrant that the Patient's preservation shall be successful; in particular, Oregon Cryonics does not warrant or represent that the Patient can or shall ever be revived or rehabilitated, that the cause of the Patient's death can be reversed, or that the methods used to preserve the Patient will or can be successful. All of these prospects are completely uncertain, and Oregon Cryonics and the Next of Kin have entered into this Agreement with full knowledge of this uncertainty.
- B. Because of the difficulty in evaluating methods of preservation and storage, Oregon Cryonics does not warrant that the method of preservation used with regard to the Patient shall be the most advanced or the most effective method available. Oregon Cryonics shall not be obligated to use any

particular method of preservation, notwithstanding the judgements of any practitioners or commentators as to the superiority of any particular method.

C. Oregon Cryonics does not warrant that it shall treat the Patient with the aid of the most advanced equipment or the most highly trained personnel, but Oregon Cryonics shall use the best personnel and equipment whose use is economically practical and which are reasonably available to Oregon Cryonics under the circumstances, as determined in Oregon Cryonics's best good faith judgement.

D. Oregon Cryonics does not warrant that the Patient's preservation is legally valid or will be unimpeded by legal process.

E. Oregon Cryonics does not warrant or represent that the amount of the Preservation Fee shall be adequate to pay for the Patient's ongoing storage. The Next of Kin acknowledges that the cost of ongoing storage remains unknown, and the calculation of the Preservation Fee represents only the best estimate by Oregon Cryonics of the probable cost of storage.

F. Oregon Cryonics does not warrant that its investment of the Preservation Fee will be sufficient to permit a return on investment equal to the amount of the Patient's maintenance expenses, or that the investment shall otherwise be adequate. The personnel of Oregon Cryonics are not financial experts, and Oregon Cryonics shall not be liable for any good faith errors in business judgment in making such investments, whether negligent or otherwise.

VI. Representations of the Next of Kin

The Next of Kin represents that he/she:

A. Understands that preservation is an unknown, untested process, and that no adult human being or other vertebrate has ever been successfully preserved and revived. The success of preservation depends on future advances in science and technology and the probability of success is completely unknown.

B. Understands the following scientific issues:

1. Preservation of neural tissue has been performed in a lab setting which shows excellent preservation, but this does **NOT** always translate to good preservation in clinical settings.
2. Current law does not allow procedures to begin until after death is pronounced. The dying process itself can be very damaging.
3. There are damaging delays immediately after death due to hospital rules, paperwork, coroner interference, relative interference, and many other factors.
4. There is damage during any transportation, during surgical prep, and during the procedure itself.
5. Protective chemicals are frequently prevented from reaching the tissue in a timely manner. So, instead of the intended preservation, the result can be necrosis or ice crystal formation, and obliteration of structural information.
6. Preservation must be completed quickly. This rarely happens except in the very best local cases in Salem with full equipment and many skilled personnel. In most cases, there will be areas of poor preservation.

7. In many remote cases, due to the long transport times involved, areas of necrosis or subsequent ice may be extensive.

8. Remote cases that are performed by morticians without proper training, supplies, equipment, or personnel may be of low quality and the chance of successful revival in these situations, however far in the future, may be very low.

9. Oregon Cryonics will still accept cases with poor prognosis as long as the Next of Kin understands the above issues. The rationale for accepting these cases is that preservation of any information, however incomplete, is intrinsically desirable.

- C. Understands that Oregon Cryonics is a nonprofit corporation with limited resources.
- D. Has carefully read and understands the disclaimers of warranty contained in this Agreement.
- E. Has carefully read and understands this Agreement, and has had an opportunity to consult with an attorney regarding the same.
- F. Notwithstanding the foregoing, consents to the performance by Oregon Cryonics of the Patient's preservation pursuant to this Agreement, and the performance by Oregon Cryonics of its obligations under this Agreement, including its obligation to store the Patient according to Oregon Cryonics's sole judgement and in accordance with the terms of this Agreement.

VII. Release

The Next of Kin agrees to release Oregon Cryonics and its officers, directors, employees, servants, delegees, and assigns from all liability, loss, claims, expenses, or damage (collectively referred to herein as "losses") resulting from, alleged to result from, or related to the execution or performance of this Agreement or any failures by Oregon Cryonics to perform any of its duties hereunder for any reason whatsoever (except that the provisions of the Remedies section below govern the liability of Oregon Cryonics for damages to the Next of Kin for breach of this Agreement), provided that Oregon Cryonics shall use its best efforts to perform its obligations hereunder.

VIII. Remedies

A. Upon the failure of the Next of Kin to pay the full amount of the Preservation Fee, such failure becoming apparent to Oregon Cryonics only after Oregon Cryonics has preserved the Patient, Oregon Cryonics may cease the Patient's preservation. The Patient's body may be disposed of by burial or cremation, and Oregon Cryonics shall not be liable therefor. If Oregon Cryonics ultimately ceases the Patient's preservation because of the nonpayment, in whole or in part, of the Preservation Fee, Oregon Cryonics shall be paid for expenses already incurred, plus all costs of collection, including, without limitation, reasonable attorneys' fees and court costs incurred in the prosecution of any lawsuit to recover the Preservation Fee.

B. Upon Oregon Cryonics's breach of this Agreement, since any damages resulting therefrom are uncertain and speculative (because of the uncertainty of preservation), and subject to the limitations of liability contained in this agreement, the Next of Kin agrees that his/her recovery from Oregon Cryonics shall not exceed the Preservation Fee already paid to Oregon Cryonics, less the sum expended by Oregon Cryonics in the performance of the Agreement. Notwithstanding the foregoing Oregon Cryonics shall not be liable to pay any damages under any circumstances whatsoever where such payment will or may endanger the adequacy of the continuing preservation of other patients of Oregon Cryonics.

IX. Assignment

Oregon Cryonics may assign and/or delegate part or all of its rights and duties under the Agreement, but only if, after such assignment and/or delegation, Oregon Cryonics has substantial assurance that any delegee shall fully perform its obligations under this Agreement. Oregon Cryonics shall not be liable for the delegee's failures to perform its obligations to the Patient.

X. Miscellaneous

A. Invalidity of any section of this Agreement shall void only that section, not the entire Agreement.

B. This agreement states the entire agreement of the parties hereto and is intended to be the final, complete, and exclusive statement of the terms thereof.

C. This Agreement is reasonably related to the state of Oregon, and the rights and obligations of the parties hereunder, and all performance hereunder, shall be governed by and construed in accordance with the laws of the State of Oregon. Any action brought relating to this Agreement shall be brought in a state court in Marion County or a federal court of appropriate jurisdiction located in the State of Oregon.

D. Any modification or waiver of this agreement must be made in writing and signed by both parties.

E. This Agreement shall bind the parties hereto and their agents, successors, and assigns, including the Next of Kin's estate and the executor thereof.

F. The headings in this Agreement are for purposes of reference only, and shall not limit or otherwise affect the meaning of this Agreement.

G. Whenever the singular number shall appear here, the same shall include the plural, and the neuter, masculine, and feminine forms shall include each other.

H. This Agreement is executed in counterparts, each of which shall be deemed an original, and all of such counterparts, taken together, shall be deemed an agreement.

I. Any notices required by the terms of this Agreement shall be made to the parties hereto at the following addresses (or such other address as a party shall later indicate):

To Oregon Cryonics:
Oregon Cryonics
1462 Commercial St SE
Salem, OR 97302

To the Next of Kin:

XI. Signatures

Signature of Next of Kin: _____

Date: _____

Signature of Jordan Sparks,
Executive Director of Oregon Cryonics: _____

Date _____