

Oregon Cryonics  
1462 Commercial St SE  
Salem, OR 97302

## **Cryopreservation Agreement**

This agreement is between \_\_\_\_\_ (the "Patient") and Oregon Cryonics, an Oregon nonprofit corporation.

The Patient, being of sound mind and will, declares in this Agreement his/her intention to have his/her human remains cryopreserved by Oregon Cryonics in the hope of possible treatment and revival at some time in the future. The parties hereby agree that Oregon Cryonics shall cryopreserve the Patient after the Patient's legal death, and that the Patient 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 cryopreservation in accordance with the terms and conditions set forth below.

### **I. Duties of Oregon Cryonics**

A. Oregon Cryonics shall use its best efforts to cryopreserve the Patient, to the extent possible with the funding provided by the Patient, 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 cryopreserved, but shall be cremated. The body of the Patient 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. At such time that Oregon Cryonics determines in its good faith judgement that the Patient can be satisfactorily revived and rehabilitated in an economically practical manner, Oregon Cryonics shall use its best efforts to revive and rehabilitate the Patient.

D. 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 Patient 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.

E. The effectiveness of the Patient's cryopreservation may depend upon the speed with which preparatory procedures are begun after the Patient's death, and upon the feasibility of perfusing the Patient with a cryoprotectant (antifreeze) solution after suitable preparation. Oregon Cryonics shall not be responsible for any problems relating to the preparation or resulting in whole or in part from

- a. The unavailability of personnel, chemicals, and equipment;
- b. The lack of timely notice to Oregon Cryonics of the Patient's death, impending death or serious illness or injury; or
- c. The Patient's distance from Salem, Oregon (or other such location at which Oregon Cryonics possesses facilities and equipment suitable for its procedures) and the legal, technical, and practical difficulties in transporting the Patient.

F. 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.

G. Oregon Cryonics shall not be responsible for any failure to cryopreserve the Patient resulting in whole or in part from the Patient's breach of any of his/her duties under this Agreement, or from the failure of cooperation of the Patient's next of kin, family, physician(s), attorney, heirs or executors, or any medical care facility(s), where such failure makes impractical the timely and adequate cryopreservation of the Patient.

H. 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.

I. Oregon Cryonics strictly follows HIPAA rules for living Patients and does not publicly disclose any Patient information while the Patient is living. Any permission for disclosure must be given by the Patient through a separately signed document. Oregon Cryonics will not publicly release the names of relatives unless those relatives have given their permission in a signed Relative's Affidavit. Case reports are written after each cryopreservation and are released publicly.

1) (default) Reports regarding my cryopreservation may include all biographical and medical details.

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

2) \_\_\_\_\_ Reports regarding my cryopreservation may be published in 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 Patient 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.

J. Standby refers to a team deployed and standing by prior to legal death, which is able to provide immediate stabilization, cooling, and transportation services. Oregon Cryonics shall provide Standby to the extent possible with the funding provided by the Patient. Decisions on when to provide Standby, how many personnel to deploy, and what equipment to use shall be made by Oregon Cryonics in its sole good faith judgement.

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

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

B. The Patient shall provide Oregon Cryonics with proof that funding has been arranged. Such proof shall be provided prior to the Patient's legal death, and the adequacy of the proof shall be determined by Oregon Cryonics in its sole good faith judgement. As requested by Oregon Cryonics from time-to-time throughout the life of this Agreement, the Patient shall provide Oregon Cryonics with proof that such funding is still in effect. Failure to provide proof that the full amount of funding is in effect will result in the cancellation of this Agreement.

C. The Patient may provide funding in excess of the minimum required Cryopreservation Fee (the "Surplus"). The Surplus may be sufficient to pay for Standby or for alternate transportation of the body to Oregon Cryonics. In that case, Oregon Cryonics shall assume responsibility for paying for those services, within the limits of the available personnel and financial resources, as determined in Oregon Cryonics's sole good faith judgment. If the Surplus is not sufficient to pay the described expenses, Oregon Cryonics shall have no duty to make payment for those expenses.

D. Oregon Cryonics may increase the Cryopreservation Fee and any figures for liquidated damages referred to herein, to reflect any actual or probable increases in the cost of cryopreservation, whenever Oregon Cryonics in its sole good faith judgement determines that such an increase is necessary. Such increase will be posted on the company website and will become effective 30 days thereafter.

E. This Agreement is not, and shall bear none of the incidents of, a trust. Neither the Patient nor any of his/her heirs, successors, assigns, estate, or agents shall possess any equitable interest in the Cryopreservation 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, or to his/her heirs, successors, assigns, estate, or agents, in respect of this Agreement.

F. The parties agree that the Patient may make payments to Oregon Cryonics, to be applied to the Patient's Cryopreservation Fee, in advance of the Patient's legal death. Prepayments do not generate interest for the Patient. To the extent that part of the Cryopreservation Fee has been paid in advance, the Patient shall be deemed to have complied with the requirements of payment, but to the extent that such prepayments have not been made, proof of payment shall be required. If the Patient terminates this Agreement, the payments made by the Patient in respect of the Cryopreservation Fee shall be refunded to the Patient, less an amount equal to the sums expended by Oregon Cryonics in reliance on this Agreement. If the Patient has not yet required any services or procedures, then a full refund can be provided. No paperwork administration fees are charged. Refunds can take up to 30 days to process.

G. The Patient'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 Patient'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 Patient**

A. The Patient hereby makes, constitutes, and appoints Oregon Cryonics to the true and lawful attorney for the Patient, with the power and authority to determine the disposition of the Patient's body after legal death, but without power or authority over the Patient's financial assets. The power of attorney being granted by the Patient to Oregon Cryonics as herein above provided is a general power of attorney (exclusive of financial power of attorney) with an interest and shall survive the legal death or disability of the Patient.

B. This Agreement may not be cancelled by another person on behalf of the Patient, whether or not such person otherwise has authority to act on the part of the Patient. In the case of any such attempted cancellation, the Patient agrees to remain bound by this Agreement.

C. The Patient shall keep Oregon Cryonics updated with any changes to address, phone, or other contact information.

D. The Patient shall provide Oregon Cryonics with all available medical information and shall keep that information updated. The Patient shall inform Oregon Cryonics of any serious illness, accident, or hospitalization.

E. The Patient shall execute any further documents as may assist cryopreservation.

F. "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. The Patient shall make his/her best efforts to attempt to enlist the cooperation of these Related Individuals. This cooperation shall include, but not be limited to the following:

1. Notification of Oregon Cryonics regarding death or impending death.
2. Persuade medical authorities to release the body immediately to Oregon Cryonics.
3. Sign consents, release forms, death certificates, and other required documents.
4. Not interfere in any way with the cryopreservation procedures.

Any failure by the Related Individuals to perform these duties shall relieve Oregon Cryonics of its duty to cryopreserve the Patient.

#### **IV. Contingencies**

A. If at any time the funds possessed by Oregon Cryonics do not permit continued cryopreservation, 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 cryopreservation is certainly futile, by reason of lack of funds or otherwise, the Patient's cryopreservation 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 Patient's cryopreservation, provided that Oregon Cryonics shall have performed its obligations under this Agreement.

B. If, for any reason, Oregon Cryonics is not able to commence the Patient's cryopreservation in a manner that it deems timely in its sole good faith judgement, then the Patient shall not be cryopreserved. The Patient's body shall be disposed of by burial or cremation, and Oregon Cryonics shall not be liable therefor.

C. If, in the best good faith judgement of Oregon Cryonics, the cryopreservation 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.

D. If Oregon Cryonics does not cryopreserve 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 distributed as follows. Patient should select the option he/she wishes by initialing the appropriate choice below:

- 1) \_\_\_\_\_ I wish Oregon Cryonics to retain the funds.

2) \_\_\_\_\_ I wish Oregon Cryonics to pay the funds as follows. May indicate to "see attached sheet".

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## 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 cryopreservation 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, that future social institutions will permit the Patient's revival, or that the methods used to cryopreserve the Patient will or can be successful. All of these prospects are completely uncertain, and Oregon Cryonics and the Patient have entered into this Agreement with full knowledge of this uncertainty.

B. Because of the difficulty in evaluating methods of cryopreservation and storage, Oregon Cryonics does not warrant that the method of cryopreservation 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 cryopreservation, 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 cryopreservation is legally valid or will be unimpeded by legal process.

E. Oregon Cryonics does not warrant or represent that the amount of the Cryopreservation Fee shall be adequate to pay for the Patient's ongoing storage. The Patient acknowledges that the cost of ongoing storage remains unknown, and the calculation of the Cryopreservation 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 Cryopreservation 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 Patient

The Patient represents that he/she:

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

- B. Understands the following scientific issues:
1. Cryopreservation of neural tissue has been performed in a lab setting which shows excellent preservation, but this does **NOT** always translate to good cryopreservation 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 formation 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 Patient understands the above issues. The rationale for accepting these cases is that the 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 cryopreservation 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 Patient 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 Patient 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 Patient to pay the full amount of the Cryopreservation Fee, such failure becoming apparent to Oregon Cryonics only after Oregon Cryonics has cryopreserved the Patient, Oregon Cryonics shall, at its sole option, either cease the Patient's cryopreservation (disposing of the Patient's body by burial or cremation), or bring an action in a court of law to recover the unpaid amount of the Cryopreservation Fee. If such court action is not successful within a short period of

time (such period of time to be determined by Oregon Cryonics in its sole good faith judgement), Oregon Cryonics may then cease the Patient's cryopreservation. If Oregon Cryonics ultimately ceases the Patient's cryopreservation because of the nonpayment, in whole or in part, of the Cryopreservation Fee, Oregon Cryonics shall be paid liquidated damages by the Patient's estate in the amount of \$15,000, plus all costs of collection, including, without limitation, reasonable attorneys' fees and court costs incurred in the prosecution of any lawsuit to recover the Cryopreservation Fee. If Oregon Cryonics does not ultimately cease cryopreservation, Oregon Cryonics shall be paid the full amount of the Cryopreservation Fee by the Patient's estate, plus all damages suffered as a result of such nonpayment, and all costs of collection, including, without limitation, reasonable attorneys' fees and court costs.

B. The liquidated damages referred to in the foregoing paragraphs are stipulated by the parties hereto because of the difficulty of determining and proving the actual damages suffered by Oregon Cryonics as a result of such failures of performance by the Patient, and the Patient agrees that the dollar amount stipulated above is a reasonable figure for liquidated damages.

C. Upon Oregon Cryonics's breach of this Agreement, since any damages resulting therefrom are uncertain and speculative (because of the uncertainty of cryopreservation), and subject to the limitations of liability contained in this agreement, the Patient agrees that his/her recovery from Oregon Cryonics shall not exceed the Cryopreservation 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 cryopreservation of other patients of Oregon Cryonics.

## **IX. Termination**

A. The Patient may terminate this Agreement without cause upon 30 days' written notice thereof, subject only to payment to Oregon Cryonics of the sums expended by Oregon Cryonics in reliance on this Agreement.

B. The Patient and Oregon Cryonics agree that any attempted termination of this Agreement by another person on behalf of the Patient shall not be effective, and the Patient shall be bound by this Agreement in the case of any such attempted termination by any person other than the Patient, whether or not such person has the general authority to act on behalf of the Patient.

## **X. 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.

## **XI. 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. Oregon Cryonics's failure, in advance of the Patient's legal death, to declare a Patient in default under this Agreement after a breach thereof, shall not be a waiver of Oregon Cryonics's right to later declare such a default or to decline to cryopreserve the Patient upon his/her legal death as a result of such default.

E. This Agreement shall bind the parties hereto and their agents, successors, and assigns, including the Patient'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 Patient:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XII. Signatures**

Signature of Patient: \_\_\_\_\_

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

Signature of Jordan Sparks,  
Executive Director of Oregon Cryonics: \_\_\_\_\_

Date \_\_\_\_\_