



# CRYOPRESERVATION AGREEMENT

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## ATTACHMENTS

Attachment 1: Decisions Concerning the Member's Cryopreservation  
Schedule A -- Required Costs and Cryopreservation Fund Minimums



## **CRYOPRESERVATION AGREEMENT**

This is an Agreement between «**FNAME**» «**MNAME**» «**LNAME**» (the Cryopreservation Member, hereinafter referred to as the Member), now residing at «**ADDR1**», «**CITY**», «**STATE**» «**ZIP**», and the Alcor Life Extension Foundation (Alcor), a California not-for-profit corporation, registered with the Internal Revenue Service as a tax-exempt, 501(c)(3), scientific organization, having its principal office and place of business at 7895 E. Acoma Dr., #110, Scottsdale, AZ, 85260.

The Member declares in this Agreement, in an **Last Will and Testament for Human Remains and Authorization of Anatomical Donation**, and in a **Consent for Cryopreservation** his/her intention to have his/her human remains placed into cryopreservation by Alcor in the hope of possible restoration to life and health at some time in the future and for the purpose of the general advancement of scientific knowledge. This document details the duties, understandings, and liabilities of the Member and Alcor regarding the proposed cryopreservation of the Member.

This Agreement is not, and shall bear none of the incidents of, a trust. Neither the Member nor any of his/her heirs, successors, assigns, estate, or agents shall possess any equitable interest in the Cryopreservation Fund after the payment thereof to Alcor, or in any of the proceeds of Alcor's investment thereof; and Alcor shall owe no fiduciary duty to the Member, or to his/her heirs, successors, assigns, estate, or agents, with respect to this Agreement.

The representations made herein by Alcor and by the Member are mutual representations made by each party with the intention of inducing the reliance of the other party. It is expected that both the Member and Alcor will make substantial changes in their positions as a result of the representations made herein, and that each party will rely on the accuracy and truthfulness of the representations made by the other party.

### **I. DUTIES OF THE MEMBER**

1. Prior to the acceptance of the Member into Alcor's cryopreservation program, the Member shall have properly executed and provided to Alcor one (1) original of the following documents:

- (a) **Cryopreservation Agreement, including Attachment(s)**
- (b) **Last Will and Testament for Human Remains and Authorization of Anatomical Donation**
- (c) **Consent for Cryopreservation**

2. The Member agrees to execute any further releases, consents, or other documents and to include any non-financial provisions in his/her will and/or trust instrument as may be required by Alcor for the effective cryopreservation of the Member.

3. The Member shall pay to Alcor annual Membership Dues to help defray the costs of a communication system, equipment and supplies, administrative expenses, appropriate research, professional services, and other similar advance expenses. The Member may pay the Membership Dues annually, semi-annually, quarterly, or monthly. (For the current dues schedule, see **Schedule A: Required Costs and Cryopreservation Fund Minimums, Section III.**) The Member shall also pay to Alcor annual Standby Expenses for Comprehensive Member Standby (CMS) as defined in **Schedule A: Required Costs and Cryopreservation Fund Minimums, Section IV.** The Member will pay the Standby Expenses at the same frequency as the Membership Dues.

4. Prior to the acceptance of the Member into Alcor's cryopreservation program, the Member shall arrange to provide Alcor with a specified minimum amount of funds (Cryopreservation Fund), payable to Alcor no later than 60 days after the Member's legal death. These funds may be in the form of life insurance, an irrevocable trust, or some other arrangement acceptable to both parties. The Member may, at Alcor's discretion, remit all or part of the Cryopreservation Fund in advance of his/her legal death.

Prior to the acceptance of the Member into Alcor's cryopreservation program, and on an on-going basis throughout the life of this Agreement, the Member shall provide Alcor with proof that such funding has been arranged and is still in effect. Failure to provide the full required amount or failure to provide proof that the full amount of funding is in effect will result in the cancellation of this Agreement, as detailed in **Section II, DUTIES OF ALCOR, Article 12.**

For specific funding requirements and for descriptions of what "proof" is acceptable to Alcor, see **Schedule A: Required Costs and Cryopreservation Fund Minimums.**

5. Once the Member has entered cryopreservation, the Cryopreservation Fund becomes the property of Alcor as detailed in **Section II, DUTIES OF ALCOR, Articles 3 and 4.** No trust on behalf of the Member is created or implied. In the event the Member is successfully revived from cryopreservation, no obligation, expressed or implied, exists on Alcor's part to return remaining monies in the Cryopreservation Fund to the Member.

6. The Member may, at his/her discretion, provide funding above the minimum amount required by Alcor. This additional funding may be part of the Member's Cryopreservation Fund or may be provided in other ways acceptable to Alcor. The Member may also create any outside trusts or other arrangements whereby additional funding will be available in case of need.

The required Cryopreservation Fund minimums allot a standard amount for location, recovery, stabilization, and transport of the Member's human remains. If funds in excess of these standard amounts must be expended for these purposes, and if the Member has only the minimum Cryopreservation Funding, it is possible that the Member may not be cryopreserved. It is the Member's sole responsibility to provide adequate funds for location, recovery, and transport of the Member's human remains. For these standard allotments, see **Schedule A: Required Costs and Cryopreservation Fund Minimums, Section I.**

The Member may give other instructions regarding allocation of funding above the minimum required amount. (See **Attachment 1: Decisions Concerning the Member's Cryopreservation, Section VII.**)

7. The Member shall promptly inform Alcor of any change in his/her address, telephone number, physical condition, personal representatives, next of kin, financial arrangements, testamentary directions, and any other changes which may affect the ability of Alcor to respond properly to the Member's legal death.

8. The Member shall provide Alcor information concerning the Member's medical history including general health status, nature and extent of any serious chronic or acute illness and infectious disease history. The Member shall update that information whenever changes occur which might seriously impact the Member's health, well-being or longevity, including but not limited to pregnancy, cardiovascular disease, diabetes, asthma, tuberculosis or other lung diseases, ulcers, diseases of the liver, colon, gallbladder or digestive system, cancer of any kind, hepatitis, AIDS or other infectious disease, epilepsy, depression, schizophrenia or any mental disease or disorder. The Member also agrees to (where possible) notify or cause Alcor to be notified, before undergoing any hospitalization (in-patient or outpatient) and/or any operative procedure involving the use of any general, intravenous (including "twilight sleep"), or spinal anesthesia.

9. The Member shall arrange to have appropriate releases signed by the next of kin (and other relatives who may have claim upon the Member's human remains or estate), and any individuals who may have Power of Attorney or any other sort of control over the Member's affairs, person, or human remains. It is the duty of the Member to ensure in advance the cooperation of all such persons in performing their duties.

10. The Member shall promptly notify or cause Alcor to be promptly notified of any serious illness or accident suffered by the Member, if the Member is capable of providing such notice. The Member shall make his/her best efforts to ensure that relatives, physicians, and other responsible individuals or organizations shall immediately notify Alcor of the Member's serious illness or accident if the Member is unable to do so.

11. The Member acting in propria persona and not by an attorney, agent, or other legal representative of any kind or nature may at any time cancel this Agreement by sending a registered letter, signed by the Member and two witnesses, stating his/her intention to cancel, to the Board of Directors of Alcor. The witnesses shall state under penalty of perjury that 1) to the best of their knowledge the Member is mentally competent and is not acting under undue influence or coercion, and 2) the witnesses have no financial interest or expectancy, present or contingent, in the estate of the Member or in any funds provided for the cryopreservation of the Member. Following such a cancellation, it is the **Member's responsibility** to change any insurance policies, trust funds, etc., as necessary in accordance with his/her wishes. At the Member's request, Alcor will provide a **Buy Back Agreement** or a **Prepayment Agreement** guaranteeing that Alcor will relinquish any rights or claims to the Member's Cryopreservation Funds should the Member cancel this Agreement.

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

13. The Member shall not execute any document, including a Will, power of attorney, living will, durable power of attorney for medical care, or directive to physician, which contains provisions contrary to this document or to the **Last Will and Testament for Human Remains and Authorization of Anatomical Donation** or the **Consent for Cryopreservation** which might impede or preclude his/her cryopreservation.

14. The Member understands and acknowledges that this Agreement supersedes all alternate, ancillary, or back-up arrangements with other cryonics organizations and that full control of the Member's human remains, cryopreservation, and -- should it occur -- revival, rest with Alcor. Such alternate arrangements shall only take priority if Alcor releases or abandons its responsibility for the Member's human remains.

15. For the purposes of this Agreement, "representative" means the Member's next of kin, executor, trustee, or such person as the Member may inform Alcor of in writing.

16. Failure of the Member to fulfill his/her duties in this Agreement or willful misrepresentation of information given to Alcor by the Member may result in the cancellation of this Agreement by Alcor, at Alcor's option, as described in **Section II, DUTIES OF ALCOR, Article 12**, or may result in the termination of the Member's cryopreservation, as described in **Section IV, CONTINGENCIES**.

## II. DUTIES OF ALCOR

1. Upon the legal death of the Member, to the extent possible and feasible, and within the funding provided by the Member as detailed in **Section I, DUTIES OF THE MEMBER, Articles 4 and 6**, Alcor will use its best efforts to locate and take possession of the Member's human remains. Alcor shall then, to the extent possible and feasible, use its best efforts and technology to begin prompt post-mortem cardiopulmonary support and induction of hypothermia in an attempt to minimize further deterioration of the Member's human remains. Such support shall include the administration of such stabilizing medications and procedures as are necessary and desirable in the best judgment of Alcor's personnel and advisors.

Following stabilization and transport to appropriate facilities, Alcor agrees to attempt to carry out a cryo-protective perfusion in order to minimize injury and damage associated with cooling and maintenance of the Member's human remains at cryogenic temperatures.

Within the economic and legal constraints detailed throughout this Agreement, Alcor shall maintain the human remains of the Member in cryogenic storage until such time as the Member may be successfully revived. Alcor shall use such methods as its best judgment determines will be most likely to result in the preservation and revival of the Member, as detailed in **Section V, REVIVAL**.

2. Alcor shall designate the minimum Cryopreservation Fund required for cryopreservation procedures. For current minimums, see **Schedule A: Required Costs and Cryopreservation Fund Minimums, Section I**. Alcor may increase the minimum required amounts of funding with ninety (90) days written notice to the Member.

3. The Cryopreservation Fund provided by the member will be allocated in the following manner: First, the initial amount of Patient Care funding (as set by the Board of Directors) shall be

deposited into the Patient Care Trust or other such fund or trust that may be established for the continued joint care and maintenance of all Members in cryopreservation. The holdings of this Patient Care Trust or other fund or trust will be undifferentiated by Member.

Second, an amount of CMS funding (as set by the Board of Directors) shall be deposited into the CMS fund pool for the purpose of funding Standby and Transport to include all rescue activities up through the time the legally pronounced Member is delivered to the Alcor facility for cryopreservation.

The remaining Cryopreservation Funding will next be applied to the expenses required by the actions necessary to place the Member into cryopreservation. These expenses include but are not limited to perfusion, cool-down, and transfer into liquid nitrogen.

Any remaining Cryopreservation Funding up to the minimum required amount will be divided equally between the General Operating Fund and the Patient Care Trust (or other fund or trust for Patient Care).

4. If all cryopreservation expenses have not been met by the minimum required Cryopreservation Funding, Alcor may apply Cryopreservation Fund money in excess of the minimum required amount to the remaining expenses. All remaining Cryopreservation Funding above the minimum required amount will be divided equally between the Operating Fund and the Patient Care Trust (or other such fund or trust), unless the Member has given other instructions in **Attachment 1: Decisions Concerning the Member's Cryopreservation, Section VII.**

5. Cryopreservation Funds paid in advance of the legal death of the Member will be maintained in an account separate from other Alcor funds until the legal death of the Member for whom prepayment was made. Alcor guarantees that future increases in required Cryopreservation Fund minimums will not apply to Members who have pre-paid the full Cryopreservation Fund. Alcor agrees to manage prepayment monies at a rate of charge not to exceed the greater of one hundred dollars (\$100.00) per year or two percent (2%) of the annual interest generated in the account. No prepayment monies or earnings will be expended for any purpose until the legal death of the Member.

Alcor's Bylaws provide that, until the legal death of the Member, any pre-paid Cryopreservation Funds must be managed where possible by conservative investment in such banks, trust companies, or other depositories insured against loss of principal by an agency of the Federal Government. Such funds shall not be invested in, expended, deposited in, or otherwise disposed of for the purchase of real estate, capital equipment, or disposable supplies.

6. The Patient Care Trust, plus the income from investment of this Fund, shall be applied to the procedures of maintenance and, should it become possible, revival. Alcor shall use the Patient Care Trust to provide for the continued care of all Members in cryopreservation. The Patient Care Trust will be administered under the guidelines of Alcor's Patient Care Trust Policy (or under the terms of whatever document may replace this Policy), which may be amended from time to time by Alcor's Board of Directors. A copy of the current policy is available upon request.

Alcor will not be liable for mistakes and losses regarding investment of the Patient Care Trust, insofar as those mistakes and losses arise from good faith business judgments.

7. Alcor shall maintain cryopreserved Members equally to the best of the ability of Alcor (except in the circumstances noted in Article 8 below). A Cryopreservation Fund above the minimum may give the Cryopreservation Member who provided it advantages in a number of situations. These potential advantages include (but are not limited to) the following:

- a) Added advantage in terms of recovering, stabilizing, and transporting the Member and legally or otherwise defending the Member's cryopreservation under adverse or unforeseen circumstances.
- b) Increased ability on the part of Alcor to respond with Standby (See Article 9 below) in the event of the critical or terminal illness of the Member.

If funding above the minimum is still left after the possible extra expenses in Items a) and b) above, and if the Member has arranged some other outside source of additional funding, the Member may gain these additional advantages:

- c) In the event of a legal attack or challenge to a cryopreserved Member's continued cryopreservation, if the particular Member in cryopreservation has arranged additional outside funding, Alcor may be able to spend greater amounts on legal fees to fight the attack or challenge. See **Section IV, CONTINGENCIES, Article 7.**
- d) If the Patient Care Trust has been depleted to the point that Alcor is required to seek a lesser quality, lower cost method of cryopreservation, then Members in cryopreservation who have additional outside funding shall be maintained at a higher level of care if it is feasible to do so.
- e) If the Patient Care Trust has been exhausted, Members in cryopreservation who have additional outside funding shall continue to be maintained as long as financially possible, even if inadequate funding has caused Alcor to conventionally inter the other Members in cryopreservation.
- f) If revival technology -- the cost of which cannot be borne for the Members in cryopreservation by the Patient Care Trust -- becomes available, then those Members in cryopreservation with outside funding may be revived before other Members in cryopreservation.

8. Due to the radical differences between methods of preparation and storage used in Neurocryopreservation and those employed in Whole Body Cryopreservation, Alcor cannot guarantee that cryopreservation or maintenance procedures of equal quality, cost, or effectiveness will be used with each method.

9. Alcor provides Comprehensive Member Standby for eligible Members as defined in **Schedule A: Required Costs and Cryopreservation Fund Minimums, Section IV.** Standby outside the United States and Canada is provided on an individual basis by separate contract. This must be paid for in advance of need, by escrow account or other mutually acceptable means. Further information is available upon request.

10. Alcor will not be responsible for performing any memorial service(s) which the Member may wish in connection with his/her cryopreservation. The responsibility for memorial service(s) lies with the Member's family and/or personal representatives. Alcor agrees to cooperate where

possible with the family and/or personal representatives of the Member in this matter, within the limits of feasibility and to the extent that the Member's cryopreservation is not endangered.

Alcor **will not** permit public viewing of the Member's human remains before or after cryopreservation; Alcor is willing to arrange for limited observation (where such observation does not interfere with the timely and effective cryopreservation of the Member) before or during cryopreservation for next of kin or other personal representatives who have signed the Relative's Affidavit, so that the said person(s) may confirm that the Member is being placed into cryopreservation. No ceremony or memorial service of any kind will be permitted in or around the preparation or storage facilities until the Member's human remains are in long-term storage. The Member's family may have any type of memorial service they wish at a location other than Alcor's facilities, although the Member's human remains cannot be involved. One exception would be that, in the case of a Member choosing Neurocryopreservation, the part of his/her human remains which have not been cryopreserved may be returned to the family for burial or cremation, depending upon the instructions left by the Member. Any costs associated with such a transfer of the Member's cremated remains are the responsibility of the Member and his/her family. (See **Attachment 1: Decisions Concerning the Member's Cryopreservation, Section II**).

11. Alcor will make reasonable efforts to protect the name of the Member in conjunction with details of his/her cryopreservation or membership subject to the provisions of Attachment 1: Decisions Concerning the Member's Cryopreservation, Section VI.

Because public discussion of the procedures, techniques, and problems of cryopreservation are essential to improving the capabilities of Alcor, Alcor reserves the right to report on and discuss technical, medical, legal, and logistic details of the Member's cryopreservation in Alcor's publications and other public media, as long as no personal information is released which would be likely to specifically identify the Member in cryopreservation or his/her family.

12. Alcor may supercede this Agreement at any time with thirty (30) days written notice to the Member if the terms of this Agreement are being amended. Alcor may cancel this Agreement at any time with thirty (30) days written notice to the Member that he/she has not fulfilled his/her duties as stated herein or if the Member has willfully misrepresented information given to Alcor. Alcor will communicate this cancellation via certified mail to Member within a reasonable period of time. In such case, or in the case of cancellation by the Member, within fourteen (14) working days of cancellation, Alcor shall return to the Member any prepayment of Cryopreservation Funds, plus any undistributed interest if the Member has selected to receive interest as personal income, as well as any pro-rated portion of the current year's Membership Dues, less any duties under Cryopreservation Agreement, Section II, Article 5 and less any reasonable expenses Alcor may have in connection with cancellation of this Agreement.

It remains the Member's responsibility to change any wills, insurance policies, or other agreements that may be affected by cancellation of this Agreement. Alcor agrees not to retain any of the Member's Cryopreservation Funds that may be paid over after the cancellation of this Agreement, unless the Member has specifically provided for Alcor to do so. At the Member's request, Alcor will provide a **Buy Back Agreement** or a **Prepayment Agreement** guaranteeing that Alcor will relinquish any rights or claims to the Member's Cryopreservation Funds should the Member cancel this Agreement.

The cancelled Member will be eligible for reinstatement for 90 days. However, it is understood that Alcor accepts no legal obligation, responsibility, or liability to perform cryopreservation services

for Member or to maintain Member in cryopreservation if Member is declared legally deceased before all reinstatement requirements have been satisfied. Such requirements include proper execution of all membership documents, as may be requested by Alcor. Further, the proposed funding arrangement must satisfy the funding requirements that are in effect at the time that reinstatement is being requested. However, Alcor agrees to honor the minimum funding amount referenced in the original contract, whenever this is a reasonable option. If the reinstatement period has expired and Member wishes to again become an Alcor Cryopreservation Member, Member will be assessed new sign-up fees and other costs associated with new membership as well as being subject to any increased cryopreservation fee requirements, Membership Dues, or other expenses associated with becoming an Alcor Cryopreservation Member at the time that the membership is being established.

13. Failure of Alcor to fulfill its duties in this Agreement, subject to the specified limitations listed in this Agreement, and where such failure is not due to the failure of the Member to perform his/her duties as stated in this Agreement, shall lead to the following penalties:

a) Where the Member is still living, Alcor shall return to the Member any prepayment of Cryopreservation Funds, plus any interest such prepayment may have earned. Alcor shall also repay all Membership Dues paid by the Member during the preceding ten (10) years. If the Member has been an Alcor Cryopreservation Member for less than one year, Alcor shall also return the Member's Application Fee. Alcor will not charge to the Member any expenses Alcor may have in connection with cancellation of this Agreement. It remains the Member's responsibility to change any wills, insurance policies, or other agreements which may be affected by cancellation of this Agreement. Alcor agrees not to retain any of the Member's Cryopreservation Funds or Membership Dues which may be paid over after the cancellation of this Agreement.

b) If the Member is deceased and Alcor has negligently failed to place the member into cryopreservation, Alcor shall pay to the Member's estate the same funds listed in Item a) above. In addition, 100% of the Member's Cryopreservation Fund which Alcor may have accepted shall be paid to the Member's estate, without charges for any of Alcor's expenses in connection with an attempted recovery, transport, or cryopreservation. Alcor is also liable for an additional \$1,000 penalty, to be paid to the estate of the Member.

c) If the Member has been placed in cryopreservation, but Alcor has negligently failed to maintain the Member in cryopreservation, so that the cryopreservation of the Member has been terminated, Alcor shall be liable for the same charges in Item b) above, to be paid to the Member's estate or other designated person or organization.

It is understood that "Member's estate" may be interpreted to include any individual or organization which may be designated by the Member in **Attachment 1: Decisions Concerning the Member's Cryopreservation, Section IV.**

### III. REPRESENTATIONS, WARRANTIES, AND LIMITS OF LIABILITY

1. Due to the uncertain nature of the current and future laws affecting cryonics, due to the possibility of uncooperative relatives, medical personnel, government officials, or other individuals, and due to the possibility that the Member's human remains may not be physically or legally obtainable, Alcor cannot guarantee that the Member will be cryopreserved, even if all of the Member's duties stated herein have been completed.

2. In addition, due to the uncertain nature of cryonics research, of medical research in general, of future economic, social, and legal conditions, due to the possibility that revival may not be possible for hundreds of years, if ever, and due to the uncertain nature of human development in general, Alcor cannot guarantee that the cryopreserved Member will be maintained indefinitely or be returned to life and health.

3. With these uncertainties in mind, Alcor warrants and represents that, if the Member's human remains and funds are accepted, Alcor will use its best efforts and good faith judgment to attempt to legally obtain the human remains of the Member, and to cryopreserve and maintain those human remains until, in the best judgment of Alcor, it becomes possible to return the Member to life and health. Alcor shall then use its best efforts to revive and rehabilitate the Member as per **Section V, REVIVAL** of this Agreement.

4. The Member understands and agrees that it may at some future time become necessary for Alcor to release responsibility for the cryopreserved Member's continued care and maintenance to another organization, which may have policies different from Alcor. Alcor does not guarantee the actions or good faith of any such organization. It is the intent of Alcor not to release responsibility for care of the cryopreserved Member's human remains to another organization unless Alcor is unable to continue the cryopreservation itself.

5. Alcor does not warrant or represent the success or quality of any of its procedures, current or yet to be developed, for cryopreservation, maintenance, or revival. There is no assertion, express or implied, that cryopreservation will be successful, or even that there is any significant probability of success. The probability of success remains unknown.

6. Alcor does not claim any degree of expertise in its procedures and decisions. There are currently no recognized standards to which to adhere, since cryopreservation, maintenance, and revival (should it become possible) are highly experimental and unproven procedures.

7. Alcor does not warrant or represent that the Member's cryopreservation will be legally valid or will be unimpeded by legal process.

8. Alcor does not warrant or represent that the minimum required amount of the Cryopreservation Fund will be adequate to pay for the Member's cryopreservation and maintenance. This amount has been suggested by Alcor with consideration to current costs and estimates of future costs. The actual future costs remain unknown; and some portions of the current costs, especially those which may arise from the special legal, medical, and practical circumstances of the individual Member, or difficulties in transport of the Member, cannot be known or even estimated in advance. It is the responsibility of the Member to exercise his/her best judgment as to what constitutes adequate provision of resources to achieve successful cryopreservation and storage.

9. Alcor does not warrant or represent that it is or shall be capable of reviving or rehabilitating the cryopreserved Member, or that the Patient Care Trust will be adequate to finance the cryopreserved Member's revival and rehabilitation. These possible future costs are completely unknown. The amount of funds that will actually be present in the Patient Care Trust or additional outside funding at such time that revival may become possible is also completely unknown. It is the sole responsibility of the Member to determine the amount of funding likely to be required for successful revival.

10. Alcor warrants and represents only that all procedures connected with cryopreservation, maintenance, and revival will be done with the best techniques available to it at any particular time, within the limits of funding, according to the best knowledge and understanding of its officers, personnel, and advisors.

11. Alcor further warrants and represents that all decisions regarding the human remains and funds of the Member will be made with the intention of preserving the biological structure and personal identity of the Member as long as is practically and economically feasible, and as long as any reasonable possibility exists that the Member may have a chance to be revived, according to the best good faith judgment of its officers and directors.

12. Alcor shall not be responsible for any problems relating to the Member's cryopreservation or for any failure to cryopreserve the Member resulting in whole or in part from the Member's breach of his/her duties under this Agreement, or from the failure of cooperation of the Member's next of kin, family, physicians, attorneys, heirs, or executors, or any medical care facilities treating the Member at or near the time of the Member's legal death, or where the Member has executed a document with provisions contrary to the purposes of this Agreement or to the **Consent for Cryopreservation** or the **Last Will and Testament for Human Remains and Authorization of Anatomical Donation**, where such failure or such contrary documents make impractical or impossible the timely and adequate cryonic preparation of the Member.

13. Alcor shall not be responsible for any problems with the Member's cryopreservation or for any failure to cryopreserve the Member resulting in whole or in part from occurrences beyond the reasonable control of Alcor, such occurrences to include, without limitation, war, fire, strike, shortage of materials, acts of God, or any federal, state, or local statutes, regulations or ordinances, or governmental or judicial directives.

14. Alcor is not responsible for knowing the laws or customs in other countries, and is not responsible for social, legal, economic, and other problems that might make cryotransport, cryopreservation, maintenance, or revival of the Member's human remains illegal or impractical. This is particularly true if the Member is traveling or residing outside the United States at the time of the Member's cryotransport. The problems include, but are not limited to the following: (1) the level of care that Alcor can give under such circumstances may be greatly compromised by travel times and delays, (2) the difficulty of transporting a skilled team abroad, (3) legal delays imposed by other governments, and (4) other factors outside Alcor's control. For these reasons, the Member understands that it would be to the Member's advantage to relocate near Alcor in the event of physical decline, at the Member's sole cost and responsibility.

15. Whereas the effectiveness of the Member's cryopreservation may depend upon the speed with which cryonic preparation is begun after the Member's legal death, Alcor shall not be responsible for any problems, damage, or deterioration relating to the Member's cryopreservation resulting in whole or in part from (a) the unavailability of personnel, chemicals, and equipment,

where such lack is beyond the reasonable control of Alcor; (b) the lack of timely notice to Alcor of the Member's death, impending death, or serious illness or injury; or (c) the Member's distance from locations where Alcor possesses facilities and equipment suitable for cryonically preparing the Member, and the legal, technical, and practical difficulties in transporting the Member thereto.

16. Where the Member has made ancillary or back-up arrangements with other cryonics organizations, Alcor shall have no liability for errors, problems, or failures to perform, arising from such agreements.

17. Therefore, the Member, his/her heirs, assigns, and any and all persons claiming through the Member, shall hold Alcor, its directors, officers, members, hirelings, agents, and any companies, corporations, or institutions with which Alcor may contract, free from any and all liability in connection with their actions and decisions in carrying out the purposes of this Agreement, insofar as those actions and decisions are made in good faith.

#### IV. CONTINGENCIES

1. The Member understands and agrees that any present estimate of the cost of cryopreservation, maintenance, and revival are only tentative. In the future, costs may increase. In the event of such cost increases following cryopreservation of the Member's human remains, Alcor shall maintain those human remains as well as it is able with the funds available to it. If the best maintenance known is not possible with the sums available, Alcor shall use its best judgment as to alternative methods. These alternative methods may include (but are not limited to) storage at higher temperatures than normally employed, freeze-drying, or preservation by chemical means.

2. If it becomes impossible for Alcor to maintain the cryopreserved Member with the funds available or in the event of a dissolution of Alcor, Alcor shall attempt to find another organization which would be able to continue the cryopreservation. If no other organization exists which is willing or able to continue the cryopreservation, then Alcor shall pursue preservation by chemical or other suitable means and seek to find a secure place for the human remains of the Member via conventional interment or entombment. Prior to such action Alcor shall provide ninety (90) days advance notice of intent to cease cryopreservation to the individual(s), organization(s), or institution(s) designated by the Member as **Cryopreservation Endangerment Contacts** (See Article 3, below), or other person, such as next of kin, executor, or trustee, who may have an interest in continuing the Member's cryopreservation. If no agreement is reached after 90 days, cryopreservation will cease and the Member's human remains will be chemically or otherwise preserved and interred or entombed as securely as possible in a conventional manner. Under such circumstances, Alcor shall not be liable as long as all decisions with respect to the treatment of the Member's human remains have been made in good faith.

The Member understands and agrees that whereas Alcor has been given sole and complete control of the Member's human remains upon the Member's legal death, in the circumstance of intent to cease cryopreservation, Alcor has no obligation to release those human remains to any person claiming them.

3. The Member may designate as **Cryopreservation Endangerment Contacts** (see **Attachment 1: Decisions Concerning the Member's Cryopreservation, Section V**) individual(s), organization(s), and/or institution(s) who may wish to provide financial assistance for the Member's cryopreservation, maintenance, or revival, who may wish to assist in transferring

care for the cryopreserved Member to another organization, or who may be willing to assume care for the cryopreserved Member, if legally possible. Alcor will be responsible only for the initial communication with the Contact(s), in order to provide information concerning the Cryopreservation Endangerment. Alcor has no authority and takes no responsibility to compel action on the part of such Contact(s). Such action can only be arranged through separate agreements between the Member and the Contact(s). The mere designation of a **Cryopreservation Endangerment Contact** in **Attachment 1** does NOT constitute such a separate agreement.

4. Alcor is not obligated to accept the Member's human remains or Cryopreservation Fund if the duties of the Member as described in **Section I, DUTIES OF THE MEMBER** are not completed. In addition, Alcor may elect not to accept the Member's human remains and funds if conditions existing at the time of the Member's legal death would make it impossible to cryopreserve and maintain the Member's human remains without endangering the health, safety, or security of Alcor, its personnel, or other Members, living or in cryopreservation. Some of these conditions include (but are not limited to):

- a) If the Member has a condition or disease which would seriously endanger the health or lives of Alcor personnel or its agents.
- b) If the condition of the Member's human remains (because of damage or deterioration) is such that cryopreservation would be useless or impossible, subject to the Member's expressed wishes in **Attachment 1: Decisions Concerning the Member's Cryopreservation, Section III**.
- c) If the Member has not provided the minimum Cryopreservation Fund required; or if subsequent legal challenges, attempts to acquire the Member's human remains, or any other pre-cryopreservation circumstances have depleted the Cryopreservation Fund to a level at which the Member could not be cryopreserved without endangering the stability and success of other cryopreservations or of Alcor as a whole.
- d) If a Certificate of Death has not been signed or if other requirements of law have not been fulfilled by the Member or by other individuals beyond the control of Alcor.
- e) If acceptance of the Member's human remains would place Alcor in a legal, political, or economic situation which would seriously endanger the lives of Alcor personnel or its agents or which would endanger the continued cryopreservation of other Members in cryopreservation.

5. Alcor shall not retain the Cryopreservation Fund which the Member provides at the time of his/her legal death without accepting the Member's human remains, except that Alcor may retain whatever portion of the Member's Cryopreservation Fund is expended to cover the cost of an unsuccessful attempt to recover or locate the Member's human remains, if such an attempt is necessary. This may include legal costs. Alcor may retain unexpended portions of the Cryopreservation Fund or a portion thereof only if the Member has given such instruction in **Attachment 1: Decisions Concerning the Member's Cryopreservation, Section IV**.

6. Acceptance of the Member's Membership Dues does not in itself require Alcor to accept the Member's human remains for the purposes of cryopreservation, if one or more of the conditions in Article 4 above exist.

7. A legal attack or challenge to a cryopreserved Member's continued cryopreservation could endanger the cryopreservations of other Members in cryopreservation or could endanger the continued stability or existence of Alcor. In such a legal attack or challenge Alcor shall use its discretion and judgment as to how much of the Patient Care Trust shall be expended to defend the Member's cryopreservation.

8. If for any reason cryopreservation is deemed impossible by Alcor **before** accepting the Member's human remains, the Member's human remains shall be retained by the next of kin or other designated person, and the Member's Cryopreservation Fund shall be returned to the Member's estate or other designated beneficiary, or shall be retained by Alcor, depending on the instructions the Member has given in **Attachment 1: Decisions Concerning the Member's Cryopreservation, Section IV**.

9. If for any reason cryopreservation is deemed impossible by Alcor **after** accepting the Member's human remains, the human remains will either be returned to the next of kin or disposed of by burial or cremation. Insofar as is possible, this will be done according to the Member's pre-stated wishes, with the understanding that legal decisions, logistics, or good sense may require a different course of action. The remainder of the Member's Cryopreservation Funds (minus expenses actually incurred in obtaining the human remains or in attempting cryopreservation) shall be returned to the Member's estate or other designated beneficiary, or shall be retained by Alcor, depending on the instructions the Member has given in **Attachment 1: Decisions Concerning the Member's Cryopreservation, Section IV**.

10. In the event of the dissolution of Alcor while the Member is still alive, this contract shall terminate immediately. Alcor shall send notice of the termination of the contract to the Member within ten (10) working days of the decision to dissolve. All prepaid cryopreservation monies and all funds held in escrow account shall be returned to the Member within thirty (30) days of the decision to dissolve, and Alcor shall have no further liability for the funds and/or the person of the Member. **It is the responsibility of the Member** to ensure that all insurance policies (where owned by the Member), trust documents, wills, etc. are changed.

If the Member is in cryopreservation, this contract shall terminate ninety (90) days after notice of intent to cease cryopreservation has been sent to the Member's Cryopreservation Endangerment Contacts, next of kin, or other responsible person. (See Article 2, above). The remaining funds in the Patient Care Trust will be assigned to each Member in Neurocryopreservation and each Member in Whole Body Cryopreservation in proportion to the estimated cost of maintaining each class of patients in cryopreservation at the time of Alcor's dissolution. For those cryopreserved Members who are to be maintained by a successor nonprofit organization, their portions of the Patient Care Trust shall be disbursed to the successor organization to assist in the continuation of their cryopreservations. For those cryopreserved Members whose cryopreservations are to cease, their portions of the Patient Care Trust and other funds will be disposed of by transfer to another tax-exempt charitable/scientific organization engaged in cryopreservation research or otherwise be disposed of in whatever manner is mandated by law.

## **V. REVIVAL**

It is understood, acknowledged, and accepted by the Member that it is not known if even those Members cryopreserved under the best of conditions, using technology available at the time the

Member enters cryopreservation, will ever be able to be revived. Further, the Member acknowledges that there is no way to know in advance if the Member's cryopreservation will take place under favorable conditions. Also, at this time Alcor has no way of determining in what way(s), if any, future laws may control the terms and conditions or even the permissibility of revival of Members from cryopreservation. Given current technological and legal limitations and the uncertainties involved in cryopreservation, it is probable that any contract executed regarding revival of the Member would be presently considered unenforceable.

With these limitations in mind, Alcor represents the following concerning attempts to revive and rehabilitate the cryopreserved Member:

a) Where possible, as aid to revival, Alcor shall maintain records noting the cause of legal death, the condition of the Member prior to cryopreservation, the Member's medical records, and a detailed report of the procedures used for initial stabilization, transport, cryoprotective perfusion, cooling, and long term cryogenic storage of the Member.

Additionally, consistent with financial resources provided by the Member, and to the extent that such information is available to Alcor, Alcor shall maintain biographical, personal, and historical information about the Member, including diaries, personal correspondence, videotapes, and such other material as may be deemed pertinent to revival and rehabilitation of the Member. The Member understands and acknowledges that Alcor shall bear no responsibility for loss of, damage to, or incompleteness of such documentation. Further, the Member understands and acknowledges that Alcor shall, where deemed convenient by Alcor, undertake to store or maintain such documentation in as compact a form as possible (such as microfilm, microfiche, magnetic tape, optical disc, videodisc, molecular memory, etc.).

b) When, in Alcor's best good faith judgement, it is determined that attempting revival is in the best interests of the Member in cryopreservation, Alcor shall attempt to revive and rehabilitate the Member. It is understood by the Member that a careful assessment of the risks versus the benefits of a revival attempt will be material to determining when to attempt revival.

It is understood and acknowledged by both the Member and Alcor that no procedure is free of risk, and that even completely secure continued cryopreservation (were such an ideal possible) poses risks, such as the psychological harm that might conceivably result from further time displacement (social isolation, culture shock, etc.). Thus, any assessment of risks shall include the overall welfare of the cryopreserved Member including, but not limited to, assessment of such factors as the Member's financial, social, psychological, and physical well-being.

c) Alcor represents that, in attempting to revive the cryopreserved Member, the objective will be to restore the Member to a state of healthy function with retention of memories, life experiences, skills, and personality (personal identity).

d) Where it is possible to do so, Alcor represents that it will be guided in revival of the cryopreserved Member by the Member's own wishes and desires as they may have been expressed in a written, audio, or video **Statement of Revival Preferences and Desires**, which the Member may at his/her discretion attach to this Agreement.

e) It is understood by the Member that simple clonal duplication of the Member, wherein a genetic "twin" of the Member is produced without the Member's memories and personal identity, shall not be considered by Alcor to constitute successful revival of the cryopreserved Member.

f) Should any given attempt by Alcor to revive the cryopreserved Member fail, Alcor shall, if there are sufficient resources available and it is otherwise possible, return the Member to cryopreservation or use whatever alternative preservation technologies may be available at that time which, in Alcor's best judgment, offer the cryopreserved Member continued hope of revival.

## **VI. DECISIONS TO BE MADE BY THE MEMBER.**

In **Attachment 1: Decisions Concerning the Member's Cryopreservation, Addendum to Cryopreservation Agreement**, the Member is given the opportunity to make a range of choices concerning his/her cryopreservation. If the Member chooses to make no decision on any item, Alcor provides a "default" decision which will be made on the Member's behalf.

The Member may change his/her decisions or Alcor's decisions on his/her behalf in **Attachment 1** at any time by providing Alcor with an updated, properly executed **Attachment 1: Decisions Concerning the Member's Cryopreservation**. Such updated instructions will become a part of this Agreement.

Other choices or modifications may be added in future revisions of **Attachment 1**, or other attachments similar in purpose may be added without affecting the validity of this Agreement. Such changes will become a part of this Agreement.

## **VII. ASSIGNMENT**

Alcor may assign and/or delegate part or all of its rights and duties under this Agreement, but only if, before such assignment or delegation, Alcor has substantial assurance that any delegate shall fully perform its obligations under this Agreement.

## **VIII. DEFINITIONS**

**Agreement** (capitalized): This Cryopreservation Agreement

**agreement** (all lower case): Any agreement other than the Cryopreservation Agreement

**Alcor**: Alcor Life Extension Foundation, a non-profit, tax exempt, California corporation, and its officers, directors, employees, agents, or other persons empowered to act in its behalf

**cooldown:** The procedures performed by Alcor to induce temperature reduction of the Member's human remains

**cryogen:** A substance (such as liquid nitrogen) which produces temperatures of -100°C or lower

**cryogenic:** The production and/or maintenance of temperatures at or below -100°C

**cryonics:** The study and practice of "cryopreservation"

**cryopreservation:** The procedure of placing the bodies/brains of people who have been declared legally dead into storage at temperatures of -100°C or lower, with the hope that future medical development will allow the restoration of life and health

**“Cryopreserved Members” or “Members in cryopreservation”:** Those legally dead Members who have been placed in final cryopreservation

**Cryopreservation Endangerment:** A situation where emergencies or financial difficulties may make necessary the termination of the member's cryopreservation

**Cryopreservation Fund:** The money provided to Alcor at the legal death of the Member, for the purpose of effecting the Member's cryopreservation and providing funds for continuous maintenance of the Member's cryopreserved remains

**Cryopreservation Member(s) or Member(s)** (capitalized): A person who has been accepted into Alcor's cryopreservation program, and whom Alcor will place into cryopreservation after his/her legal death. In the context of this Agreement, a legally dead Member continues to be referred to as "Member" or "Cryopreservation Member" up until the point he/she is in cryopreservation.

**cryoprotective:** Those chemicals which act to protect cells from damage caused by freezing and cooling to cryogenic temperatures

**human remains:** The body and person of a Member after legal death

**hypothermia:** A state of reduced body temperature (below 37°C)

**“in cryopreservation,” and “cryopreserved”:** Being in final storage at the lowest temperature at which patients are maintained (with current technology, at - 196 degrees C or -320 degrees F)

**legal death:** The point at which a physician or other qualified individual pronounces death

**maintenance or care:** Procedures performed by Alcor after the Member is in cryopreservation and which are necessary for the continuance of that cryopreservation

**minimum funding:** The least amount of funding acceptable by Alcor for a Member to be accepted into Alcor's cryopreservation program. The Member guarantees that at least this amount of funds will be paid to Alcor at the time of his/her legal death.

**Neurocryopreservation:** refers to the specific method in which only the Member's head and brain are placed into cryopreservation

**outside funding:** Any funding arranged by the Member which is outside of the control of Alcor and which is for the purposes of providing emergency funding to place the Member into cryopreservation, to maintain the Member's cryopreservation, and/or to provide for possible future revival and rehabilitation

**Patient Care Trust:** The account in which Alcor places the portion of the Cryopreservation Fund of a Member in cryopreservation designated for the purpose of long-term maintenance of the cryopreservation, after initial expenses of the Member's cryopreservation have been subtracted. The Patient Care Trust is a "pooled" account, shared by all Members in cryopreservation and undifferentiated by Member.

**perfusion:** The procedures performed by Alcor to replace the Member's blood and body fluids with protective chemicals

**preservation:** The treatment of the Member's human remains with protective procedures other than cryopreservation

**revival and rehabilitation:** The projected future attempt to repair the cryopreserved Member's injuries and return him/her to a healthy, living state

**Standby** - A vigil conducted by qualified personnel, equipped with cooling devices and medications that are intended to minimize postmortem cellular damage, in close proximity to a Member who is believed to be near death

**the Member** (capitalized): The specific person who has executed this Agreement

**transport** – The act of preparing and shipping a Member to Alcor's facility after legal death via commercial or private transportation.

**Whole Body Cryopreservation:** The specific method in which a Member's entire body is placed into cryopreservation

## **IX. MISCELLANEOUS**

1. The invalidity of any paragraph of this Agreement shall void only that paragraph and not the entire section or the entire Agreement.

2. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award entered by the arbitrator(s) may be entered and enforced by any court having jurisdiction thereof. Additionally, the parties intend

that the arbitrator(s) have power to issue any provisional relief appropriate to the circumstances, including but not limited to: temporary restraining orders, injunctions and attachments. The parties intend that this agreement to arbitrate be irrevocable, and agree that either party is entitled to injunctive relief to quash litigation by the other party which breaches this agreement.

3. This Agreement is reasonably related to the State of Arizona, and the provisions of this Agreement (not including the laws of inheritance of the state in which the Member resides) are to be interpreted and enforced according to the provisions of the laws of the State of Arizona. Any arbitration or legal action brought concerning interpretation or enforcement of this Agreement or concerning the actions of Alcor or any other corporation or person regarding the human remains of the Member shall be brought in a state or federal court in Maricopa County, Arizona.

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

5. This Agreement shall bind the parties hereto and their agents, successors, and assigns, including the Member's estate and the Executor thereof.

6. Alcor shall be a third party beneficiary of any agreement between the Member and a related individual relating to the Member's cryopreservation, as well as of any trust or other agreement entered into by the Member and relating to financial arrangements for the Member's cryopreservation.

7. The waiver by Alcor or the Member of any breach shall not be construed as a continuing waiver of any subsequent breach. Acceptance of fee by Alcor does not waive their right to enforce any breach of this Agreement.

8. This Agreement shall not become an asset in any bankruptcy proceedings.

9. If any arbitration, legal action, or proceeding is brought by Alcor against the Member to enforce any part of this Agreement, Alcor shall recover in addition to all other relief, reasonable attorney's fees and costs.

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

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

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

13. This Agreement supersedes and replaces all prior Alcor Cryopreservation Agreements.

## **X. APPROVAL**

Approval of new individual Cryopreservation Agreements requires the signature of the Chief Executive Officer (CEO) or an executive officer of his/her designation and one Board member. Approval of amendments to new or existing Cryopreservation Agreements requires approval of the Board of Directors.

**XI. SIGNATURE OF MEMBER**

YOUR SIGNATURE BELOW CONFIRMS YOUR ACKNOWLEDGEMENT THAT:

1. You have read, understood, and consented to all of the foregoing provisions of this **Cryopreservation Agreement**, including **Schedule A: Required Costs and Cryopreservation Fund Minimums** and any other schedules or attachments which may be appended to this Agreement.
2. Additionally, you have read and understood and have given all required directions and information for **Attachment 1: Decisions Concerning the Member's Cryopreservation**.
3. You are fully aware of and accept the risks and limitations explained in these documents.
4. The proposed research procedures have been satisfactorily explained to you by the officers, representatives, and/or other personnel of Alcor.

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_\ \ \_\_\_\_\_ \ 20\_\_\_\_\_  
Month      Day              Year

\_\_\_\_\_  
Time (a.m./p.m.)

**XII. WITNESSES' SIGNATURES**

Two (2) witnesses are required to sign in the presence of each other and the Member. At the time of signing, witnesses must not be relatives of the Member, health care providers of any kind, or officers, directors, or agents of Alcor.

YOUR SIGNATURE AS WITNESS CONFIRMS YOUR ACKNOWLEDGEMENT THAT:

- 1. You have witnessed the signature of the Member on this document and on **Attachment 1: Decisions Concerning the Member's Cryopreservation.**
- 2. The Member has represented to you that he/she understands and agrees to the purposes and terms of this document.
- 3. The Member has declared to you that cryopreservation is his/her last wish as to the disposition of his/her body and person after legal death.

WITNESSED ON (MM\DD\YY) \_\_\_\_\_ \ \_\_\_\_\_ \ 20\_\_\_\_ TIME \_\_\_\_\_ (a.m.\p.m.)

1. Signature \_\_\_\_\_  
 Printed \_\_\_\_\_  
 Social Security # (optional) \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

2. Signature \_\_\_\_\_  
 Printed \_\_\_\_\_  
 Social Security # (optional) \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

**XIII. SIGNATURES FOR ALCOR**

THE UNDERSIGNED, ACTING BY AND FOR THE BOARD OF DIRECTORS OF THE ALCOR LIFE EXTENSION FOUNDATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, HEREBY APPROVE THIS AGREEMENT.

Seal

\_\_\_\_\_  
Jennifer Chapman, Executive Director

\_\_\_\_\_  
Member, Board of Directors