



## EMERGENCY STANDBY PROVISIONS ADDENDUM TO CRYOPRESERVATION AGREEMENT

7895 East Acoma Drive, Suite 110  
Scottsdale, AZ 85260-6916

«FNAME» «MNAME» «LNAME», of «ADDR1», «CITY», «STATE» «ZIP», Alcor Cryopreservation Member No. A-\_\_\_\_\_, (hereinafter known as "Member"), requests that his/her Cryopreservation Agreement (CA) with the Alcor Life Extension Foundation (a California corporation located at 7895 E. Acoma Drive, Suite 110, Scottsdale, Arizona 85260, hereinafter referred to as "Alcor") be amended to provide for standby as follows, subject to the understandings, terms and conditions:

Member recognizes that without specific provisions for Emergency Standby (readiness to carry out a human cryopreservation) as set forth in this document, Alcor has no authorization or basis for deploying personnel or equipment (performing a Standby) prior to pronouncement of Member's legal death. Member understands that if he/she is eligible for Comprehensive Member Standby (CMS) per **Schedule A: Required Costs and Cryopreservation Fund Minimums, Section IV** this agreement will be void as of 180 days from the date of membership approval. At that time, the CMS Program takes effect for eligible Members.

### INITIAL YOUR PREFERRED OPTION BELOW:

**OPTION I: Waiver of Standby Arrangements:** By initialing here \_\_\_\_\_ and signing this document, Member hereby waives Standby arrangements at this time and understands that he/she must execute a new Emergency Standby Provisions document should he/she elect at some future time to make Standby provisions.

**OPTION II: General Understanding and Agreement:** By initialing here \_\_\_\_\_, Member requests Emergency Standby, and in Attachment I hereto provides funding for such Emergency Standby, in all cases where Member might still be alive but likely to enter a state of clinical death and where Alcor determines such preparation would be appropriate.

Member understands that the final decision to begin or discontinue a Standby under such circumstances is to be made solely by Alcor, and that Alcor does not, by this document, contract to provide Standby of any specific level or in any specific circumstances. All understandings of limitations, uncertainties, and risks stated in the basic Cryopreservation Agreement, as well as those described below, shall apply to all parts of this addendum.

**1. Physician and/or Hospital Cooperation.** Any Standby may be critically limited, and any cryopreservation operation may be seriously compromised or even aborted, by lack of cooperation (or

interference) on the part of medical care institutions, medical care personnel, or governmental authorities. The following are criteria that include, but do not limit, those elements of cooperation and/or non-interference necessary for Alcor to carry out an effective standby. The situational aspects of these criteria are oriented to a hospital, but can apply to any other situation, such as nursing home, private residence, or medical care field location:

a. The Alcor Team can do its best job only if it is given access to the patient after clinical death with the same urgency and cooperation as would be expected with a team of professionals harvesting an organ for transplantation. This is especially important because the primary target organ of cryonics, the brain, suffers damage during clinical death faster than any other organ. Access within the first 4 to 6 minutes after cardiac arrest is crucial for a high quality stabilization.

b. Prior to pronouncement of death, the Alcor Standby team needs access on a 24 hour basis to waiting rooms or other comparable accommodations no more than 100 feet from the Member's location (operating room, ICU, or hospital bedroom in which the Member will be treated and/or cared for.)

c. Alcor's equipment (including but not limited to: mobile rescue cart, cooling chests, portable oxygen bottles, surgical kits, medications and apparatus, and data acquisition systems) needs ready access location within 100 feet of the Member's location as described in "a" above.

d. Alcor's rescue vehicle needs parking on a 24 hour basis within 100 yards of entry to standby equipment location.

e. Alcor's Cryopreservation Team Leader (and/or responsible Shift Representative) needs to be extended "next of kin" status; this person needs to be permitted to use cellular telephone(s) or other similar modalities of communication, 24 hour visitor rights, and access to all charted medical data as well as other diagnostic results as they become available within the hospital's data system.

f. The Alcor Team needs to be permitted to proceed with biostabilization procedures (including but not limited to IV administration of medications, respiratory fluid infusions through endotracheal tube, external cooling by means of circulating cold water immersion, and cardio-pulmonary mechanical support) immediately upon prompt legal pronouncement of clinical death.

g. To minimize ischemic damage resulting from time delays before the Alcor Team begins its stabilization protocol, health care providers must leave all intravenous lines, endotracheal tubes, etc. in place.

h. Conditional waiver of autopsy by Coroners and/or Medical Examiners by prior coordination is vital, to the same extent and in the same way as such cooperation is enabled with donors of organs for transplantation in the event of cardiac arrest.

**2. Equipment and Personnel Assigned.** The equipment made available and personnel assigned (as may concern the number, training and experience of such personnel) shall be exclusively at Alcor's discretion, recognizing that Alcor shall have sole responsibility for determining what other risks to life among Alcor Members might exist, and what priorities of assignment and equipment deployment might be most reasonable.

**3. Liability.** Member holds Alcor completely harmless and without any liability whatever for failure to anticipate changes of Member's condition or seriousness of risk, for interference or lack of cooperation on the part of any government personnel, medical authorities, family members, friends or associates of Member, or for any failures of equipment, lacks of supplies, or any other cause except as may be the consequence of gross negligence or willful misconduct. 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 stabilization, cryopreservation, maintenance, or revival of Member's human remains illegal or impractical. This is particularly true if Member is traveling or residing outside the United States at the time of Member's cryopreservation. The level of care that Alcor can give under such circumstances may be greatly compromised by travel times, legal delays imposed by other governments, and other factors outside Alcor's control. In which case Member understands that it would be to his/her advantage to relocate near Alcor in the event of physical decline, at his/her sole cost and responsibility.

**4. Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof, or to Attachment I relating to the costs of Emergency Standby, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment 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 arbitrators have the 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.

**5. Applicability of Dispute Resolution.** The above provisions concerning dispute resolution shall apply to any and all other contractual provisions between Alcor and the Member, including but not limited to the Member's basic agreement(s) with Alcor for cryopreservation, notwithstanding any other provisions which these documents might have contained. In this sense, execution of this Agreement may act to modify or amend other documents, and such modification(s) and/or amendment(s) are herewith agreed to.

**6. Authority to Approve or Amend.** Approval of new individual Emergency Standby Provisions 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 Emergency Standby Provisions 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 Emergency Standby Provisions Addendum to Cryopreservation Agreement.
2. You are fully aware of and accept the risks and limitations explained in this document.
3. These proposed research procedures have been satisfactorily explained to you by the officers, representatives, and/or other personnel of Alcor.
4. You declare that the arrangement described herein, in conjunction with the **Cryopreservation Agreement** and **Last Will and Testament for Human Remains and Authorization of Anatomical Donation**, constitutes your last wish as to the disposition of your human remains after legal death.
5. You hereby give your authorization and consent.

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

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

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

**FOR USE BY ALCOR FOUNDATION**

Acknowledgement of Receipt of Copy by Member's Health Care Provider(s):

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

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

Signature: \_\_\_\_\_

**WITNESSES**

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. The Member has represented to you that he/she understands and agrees to the purposes and terms of this document.

2. 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 \_\_\_\_\_

**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.

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

Seal

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