

The John Doe and Jane Doe Living Trust

Friday, May 29, 2026



THIS TRUST AGREEMENT is entered into by John Doe and Jane Doe, as Trustors, and John Doe and Jane Doe, as co-Trustees (hereinafter referred to as "Trustee"). For all purposes hereunder, the words "we," "us," "our," "their," and similar pronouns, shall refer to Trustors, John Doe and Jane Doe, and shall be construed as the possessive when the context would so indicate.

ARTICLE I

RECITALS AND CONVEYANCE

WHEREAS, we desire to establish a trust of which, during our lifetimes and the lifetime of the survivor of us, we are the exclusive recipients of the economic benefits;

WHEREAS, Schedule "A" entitled "INITIAL TRUST FUNDING"; these assets and any assets later added to the trust shall be known as the "Trust Estate" and shall be held, administered and distributed as provided in this document and any subsequent amendments to this document;

NOW, THEREFORE, All transfers of property to this Trust shall be made in writing when required by law, and the Trustee shall take all necessary steps to ensure proper legal title is vested in the Trust. The Grantor acknowledges their responsibility to execute all documents necessary to effectuate such transfers, including but not limited to deeds, assignments, beneficiary designation forms, and account transfer documents.

ARTICLE II

DECLARATIONS

2.A. **Name.** This trust shall be known as The John Doe and Jane Doe Living Trust.

2.B. **Family.** We, John Doe and Jane Doe, sometimes hereinafter referred to as husband and/or wife, are married. We have 2 child(ren) of this marriage now living; their name(s) and birth date(s) are/is:

Sally Doe

Jacob Doe

Any child or children of ours born or adopted after the date of this Trust shall be treated as though such child or children was/were specifically named in this Paragraph 2.B. All parties listed above are to be considered the beneficiaries of this Trust.

2.C. **Governance.** This trust is governed according to the laws of the state of

2.D. **Successor Trustees.**

maintain appropriate books and records to avoid the commingling of the separate property of either of us or as the jointly owned property of both of us. This limitation shall terminate on the death of either of us.

(2) We, and/or any other person, may add to the principal of the trust by deed, will, or otherwise.

2.F. Maximum Duration of Trusts. Regardless of any other provision herein, the maximum duration for any trust created hereunder is the longest period that property may be held in trust under the applicable statutes of the state then governing the situs of administration of this Trust. If, under those rules, such maximum duration of a trust must be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals alive upon the death of the survivor of us, or at such other time that the application of such rules limiting the duration of a trust is deemed to begin, those individuals shall consist of all beneficiaries (including future and/or contingent) of this Trust (as hereinafter named) alive at the death of the survivor of us. Any trust created hereunder must end immediately prior to such maximum duration and, thereupon, the Trustee shall pay over the principal, free from such trust, to the person or persons then entitled to

ARTICLE VII TRUSTS

Section 7.01. Trusts. We hereby create and establish, under the laws of the State of California, the following trusts, to be administered by the Trustee named herein, for the purposes and in accordance with the terms hereinafter set forth. If any of the trusts created herein should terminate or become invalid, the same shall not affect the validity of the other trusts created herein. If the Trustee named herein should die, resign, or be removed, the same shall not affect the validity of the trusts created herein. If the Trustee named herein should become incapacitated, the same shall not affect the validity of the trusts created herein. If the Trustee named herein should be removed, the same shall not affect the validity of the trusts created herein. If the Trustee named herein should die, resign, or be removed, the same shall not affect the validity of the trusts created herein. If the Trustee named herein should become incapacitated, the same shall not affect the validity of the trusts created herein.

Section 7.02. Administration of Trusts. If there is more than one Trustee named herein, they shall administer the trusts created herein jointly and severally. If there is only one Trustee named herein, he shall administer the trusts created herein jointly and severally.

by an instrument in writing, which appointment must be effective upon the date the last Trustee fails to qualify or ceases to act; provided however, if the Trustee who is being replaced was not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint, the power to appoint a new Trustee or co-Trustees shall be limited to the appointment of a Trustee (or of co-Trustees) who is also not related or subordinate (within the meaning of §672(c) of the Code) to the beneficiaries holding this power to appoint. For purposes of this Paragraph, "beneficiaries" shall exclude charitable organizations.

3.C. Resignation. Any Trustee may resign at any time by giving written notice to us, if living, or the survivor of us, and thereafter to the other Trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by us or the majority of the beneficiaries, but no later than thirty (30) days after such written notice. Notwithstanding the foregoing, the Trustee may, at the expense of any trust created hereunder, secure the appointment of a successor Trustee of such trust by a court of competent jurisdiction.

3.D. Compensation. A Trustee shall be entitled to receive, out of the income and principal of the trust, compensation for its services hereunder to be determined,

beneficiary then-entitled to an accounting is also the sole Trustee, the Trustee shall render an annual accounting to each qualified beneficiary, except as such reporting shall be waived by such qualified beneficiary.

(1) If beneficiaries entitled to an accounting are minors, their accounting shall be delivered to their parents or guardian. If beneficiaries entitled to an accounting are incapacitated, their accounting shall be delivered to their legal representative;

(2) Unless the accounting is objected to in writing within one hundred and eighty (180) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including beneficiaries who are not known or who are not yet born; and,

(3) The records of the Trustee shall be open at all reasonable times to inspections. The Trustee shall not be required to make any reports or accountings to the courts; however, nothing herein stated shall be deemed to restrict the Trustee from seeking judicial approval of the Trustee's accounts

liability with respect to such distribution.

(4) The Trustee shall not be liable to any beneficiary for any distribution made in good faith before the Trustee has received actual written notice of an event affecting that beneficiary's interest.

(5) Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust, the Trustee shall not be liable to any beneficiary of this Trust for distribution made as though the event had not occurred.

3.H. **Division of Trust Estate.** There shall be no requirement that the Trustee physically divide or segregate trust property in order to make distributions or allocate shares. Instead, the Trustee may administer the trust as a single fund and shall maintain separate accounting records reflecting each beneficiary's equal share or proportionate interest, except as may be required upon the termination of a trust or the final distribution of assets.

ARTICLE IV

TRUSTEE'S POWERS

The Trustee is authorized to exercise all powers that may be exercised by a trustee of a trust, including the power to acquire, hold, manage, sell, lease, convey, mortgage, hypothecate, pledge, encumber, and otherwise dispose of trust property, and to execute any instrument necessary to carry out the purposes of the trust.

4.A. **Agreements.** The Trustee may enter into any valid agreement, contract, or other arrangement with any person, including the settlor, in connection with the administration of the trust, and may execute any instrument necessary to carry out the purposes of the trust.

4.B. **Real Estate.** The Trustee may acquire, hold, manage, sell, lease, convey, mortgage, hypothecate, pledge, encumber, and otherwise dispose of real estate owned by the trust.

4.C. **Other Powers.** The Trustee is authorized to exercise all powers that may be exercised by a trustee of a trust, including the power to acquire, hold, manage, sell, lease, convey, mortgage, hypothecate, pledge, encumber, and otherwise dispose of trust property, and to execute any instrument necessary to carry out the purposes of the trust.

4.D. **Contracts.** To enter into contracts which are reasonably incident to the administration of the trust.

4.E. **Deal with Fiduciaries.** To buy from, sell to, and generally deal with the Trustee individually and as a fiduciary.

4.F. **Depreciation Reserve.** The Trustee shall not be required to establish any reserve for depreciation or to make any charge for depreciation against any portion of the income of the trust.

4.G. **Divisions and Distributions.** In any case in which the Trustee is required to divide any trust assets into shares for the purpose of distribution (or otherwise), such division may be in kind, including undivided interests in any real property, or partly in kind and partly in money, pro rata or non-pro rata. For such purposes, the Trustee may make such sales of trust assets as the Trustee may deem necessary on such terms and conditions as the Trustee shall deem fit, and to determine the relative value of the securities or other assets so allotted or distributed; the Trustee's determination of values and of the property for such distribution shall be conclusive. The decision of the Trustee in distributing assets in reliance on this paragraph shall be binding and shall not be subject to challenge by

the Trustee to act in such manner as the Trustee shall believe to be in the best interests of the trust and the beneficiaries thereof.

ARTICLE V

MY RETAINED POWERS

5.A. **Revocation.** During our joint lifetimes, this Trust may be revoked in whole or in part by an acknowledged instrument in writing signed by either of us which shall refer to this Trust and to this specific power and which shall be delivered to the then-acting Trustee and the other spouse. In the event of such revocation, the jointly owned property and/or the community estate (as hereinabove defined) held by the trust shall revert to both of us as if this Trust had not been created and any separate property held by the trust shall revert to the spouse who contributed such separate property and shall constitute spouse's separate property as if this Trust had not been created.

5.B. **Amendment.** We may, at any time during our joint lifetimes, amend any of the terms of this Trust by an acknowledged instrument in writing signed by both of

power (1) to add property to the trust with the consent of the Trustee; (2) by written instrument delivered to the Trustee, to withdraw any property held hereunder (to the extent that we would individually have that power); and, (3) if specifically authorized in such appointment, by written instrument delivered to the Trustee, to modify or amend or revoke the trust (provided that the duties of the Trustee may not be increased or the Trustee's fees reduced without the consent of the Trustee). Any such appointment shall be made by a written, acknowledged instrument.

5.E. Tangible Personal Property. While either of us is living, we reserve the right to retain the control, use and possession of any or all of the tangible personal property included in the trust. We expressly limit the Trustee's responsibility with respect to the property so retained to the Trustee's function as the holder of legal title until we (or the survivor of us) surrender our right to the use and possession of any such property or until the death of both of us. In addition, we shall have the right, exercisable by written notice to the Trustee on terms specified by us, to direct the sale, transfer, gift or other disposition of any such property, with or without consideration, and the Trustee shall take all actions necessary to comply with the terms of such notice. In the event we surrender any such property to the Trustee, or upon our deaths, the Trustee shall take possession, preserve and maintain such

ARTICLE VI DISPOSITION OF TRUST ASSETS

6.1. **Trustee's Right to Sell.** During the term of this trust, the Trustee shall have the right to sell, convey, transfer, lease, mortgage, encumber, or otherwise dispose of any or all of the trust assets, whether the property is real or personal, tangible or intangible, in whole or in part, and the proceeds of such disposition shall be added to the trust assets and shall be held and administered in accordance with the terms of this trust.

6.2. **Trustee's Right to Distribute.** The Trustee shall have the right to distribute the trust assets, whether the property is real or personal, tangible or intangible, in whole or in part, and the proceeds of such disposition shall be added to the trust assets and shall be held and administered in accordance with the terms of this trust.

principal of the jointly owned property and/or the community estate held by the trust as we shall request or shall make such gratuitous transfers of the principal of the jointly owned property and/or the community estate held by the trust as we both shall direct. During our joint lifetimes, the Trustee shall also pay to each party, or shall apply for such spouse's benefit, the entire net income of such spouse's separate property (if any) held by the trust. At the written request of the spouse who contributed any separate property to the trust, the Trustee shall pay to such spouse so much of the principal of such separate property as he or she shall request; further, the Trustee may also make gifts in favor of our issue, and any spouse of such issue. In this context, a gift "in favor of" a person includes but is not limited to a gift to a trust, an account under the Uniform Transfers to Minors Act of any jurisdiction, and a Tuition Savings Account or Prepaid Tuition Plan as defined under §529 of the Code. Provided however, the aggregate amount of any gifts made in any one calendar year to any one individual shall not exceed the amount that may be made free of federal gift tax.

6.C. Disposition During Incapacity. If at any time during our joint lifetimes, it is determined that either of us has become physically or mentally incapacitated as hereinabove defined in Paragraph 2.E., whether or not a court of

paragraph is for the guidance of the Trustee only and should not be considered by any third party as a restriction or limitation on the Trustee's powers to manage the trust in the Trustee's absolute discretion.

The first of us to die shall be called the "Deceased Spouse" and the survivor of us shall be called the "Surviving Spouse". On the death of the Deceased Spouse, the entire trust estate shall continue in trust for the benefit of the Surviving Spouse, without exception, and with the full power of revocation. During the lifetime of the Surviving Spouse, the Trustee shall pay to him or her, or apply for his or her benefit, the entire net income from the entire trust estate. At the written request of the Surviving Spouse, the Trustee shall pay to him or her as much of the principal of the entire trust estate as he or she shall request. During the lifetime of the Surviving Spouse, the Trustee, in the Trustee's sole discretion, may additionally pay to or apply for the Surviving Spouse's benefit such principal distributions as the Trustee deems necessary for the Surviving Spouse's health, support, comfort, enjoyment, welfare and maintenance.

In addition to payments for the Surviving Spouse's benefit, the Trustee is specifically authorized to initiate or continue any payments to a dependent person in the

expressly applicable to trusts, then interest shall be paid pursuant to the state of: {whatState} law applicable to decedents' estates). Upon making distribution of trust assets or a division of trust assets into separate trusts at the death of the Deceased Spouse, the assets shall be valued at the date of distribution or the date of funding the trusts created by this instrument if such date is different than the date of death, and the Trustee shall distribute or divide so as to avoid application of terminable interest rules and regulations.

Further, from time to time during the period between the death of the Deceased Spouse and the funding of any trust which is to come into existence under the terms of this Trust as a result of the death of the Deceased Spouse, Trustee may, in Trustee's discretion, distribute cash and/or other trust properties, not only to such trust, but also to or for the direct benefit of any individual beneficiary or beneficiaries of such trust (i.e., one to whom distributions of the income of such trust might then be made); provided however, that:

- (1) All such direct distributions to any beneficiary of any such trust shall be in lieu of (and thus credited toward) allocations otherwise required to be made to that trust as provided above; and,

(1) If such executor, administrator, or personal representative fails to furnish any such directions or if no such representative is appointed, the Trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against our estate, the expenses of the last illness, funeral, and administration and all taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of such death.

(2) Any estate taxes imposed on any trust assets, or on any assets included in the taxable estate of the Surviving Spouse not part of the trust estate (or not added to the trust estate following our death) shall be paid from the residue of the Trust Estate (i.e., after any specific distributions) and shall not be pro-rated among the beneficiaries and/or trusts who actually receive such property. Provided however:

(a) No taxes shall be apportioned to, charged against, or paid from any gift made to a charitable organization that qualifies for a charitable deduction under §2055 of the Code.

(b) No taxes shall be apportioned to, charged against, or paid from any

amount of taxes attributable to the property shall equal (i) the amount of all taxes imposed on my taxable estate (including the value of the general power of appointment property), less (ii) the amount of all taxes that would have been imposed on the taxable estate excluding the value of the general power of appointment property. The rules promulgated under §2207 of the Code shall apply in determining the amount of the incremental tax to be paid from the general power of appointment property.

(e) Any increment in estate taxes attributable to other property in which we had a life interest or a term interest that did not end prior to his or her death (including a life estate or life income interest) and which is included in my gross taxable estate shall be borne by the holder or recipient of that property.

(f) Notwithstanding the general language of this subparagraph, any state inheritance tax which is based on the relationship of the beneficiary to me shall be paid by each beneficiary who has received a distribution of the Trust Estate which gives rise to such tax.

of his or her share as the Trustee, in the Trustee's discretion, shall deem advisable for such beneficiary's health, education, support, maintenance, and welfare. Any income not so distributed shall be added to principal.

(4) The Trustee shall also pay over to such beneficiary, after he or she shall have attained the age of twenty-five (25) years, so much of the accrued income and principal of the Trust Estate set aside for such beneficiary as he or she shall request in writing at any time or times.

(5) If at my death or prior to the distribution of the whole of the Trust Estate, no beneficiary as above-named shall be living, the Trustee shall distribute such part of the Trust Estate as shall then be held in trust hereunder for the {dispositionOf} Provided however, any portion of the Trust Estate distributable to any other beneficiary for whose benefit a share shall then be held in trust hereunder shall be added to such share and shall thenceforth be held, administered and distributed as a part thereof.

(6) Life Insurance. Upon the death of either of us, the Trustee shall proceed immediately to collect the net proceeds of policies, if any, on our lives which are then payable to the Trustee and shall hold such proceeds for the purposes

Executed on _____, 2026, in _____ County, .

John Doe,
Trustor

Jane Doe,
Trustor

We hereby acknowledge receipt of the trust estate, accept the terms of The John Doe and Jane Doe Living Trust, and covenant that we will execute the trust with all due fidelity.

John Doe,
Co-Trustee

DECLARATION OF TRUST

We, John Doe and Jane Doe, hereby declare that all assets of every kind and description and wheresoever situated which we jointly or individually presently own or hereafter acquire (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, all real property, investments, bank accounts, etc.), other than any Individual Retirement Accounts or other type of plan which is tax deferred under the Internal Revenue Code of 1986, as amended, are transferred to and the same shall be owned by:

The John Doe and Jane Doe Living Trust, being a revocable living trust, which exists under a certain Trust Agreement created by us concurrently herewith.

The foregoing declaration and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in our respective individual names, in which event such record ownership shall hereafter be deemed held in trust even though such

On this _____ day of _____, 2026, personally appeared
before me John Doe and Jane Doe, the signer of the foregoing instrument who
duly acknowledged to me that they executed the same.

NOTARY PUBLIC

My commission expires: _____

Durable Power of Attorney

Friday, May 29, 2026



**POWER OF ATTORNEY FOR MANAGEMENT OF
PROPERTY AND PERSONAL AFFAIRS**

IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975.

This power of attorney does not authorize the agent to make health care decisions for you. Such powers are governed by other applicable law.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reimbursement of reasonable expenses and reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent you may name a co-agent in the Special Instructions. Co-agents are not required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

Initial Initial

DESIGNATION OF AGENT

I, John Doe, name the following person as my agent:

Name of Agent: Stan Smith

Agent's Address: , Alabama

Agent's Telephone Number: 4805551234

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent: _____

Successor Agent's Address: _____, Alabama

Successor Agent's Telephone Number: _____

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent: _____

Successor Agent's Address: _____

Successor Agent's Telephone Number: _____

WITNESSES:

I, _____, being duly sworn, depose and say that the foregoing is a true and correct copy of the original document as shown to me by the said _____, and that the said _____ is the true and correct copy of the original document as shown to me by the said _____.

I, _____, being duly sworn, depose and say that the foregoing is a true and correct copy of the original document as shown to me by the said _____, and that the said _____ is the true and correct copy of the original document as shown to me by the said _____.

(Signature of Principal)

OR

If you wish to grant specific authority over less than all subjects enumerated in this section you must INITIAL by each subject you want to include in the agent's authority:

_____ Real Property as defined in Section 26-1A-204

_____ Tangible Personal Property as defined in Section 26-1A-205

_____ Stocks and Bonds as defined in Section 26-1A-206

_____ Commodities and Options as defined in Section 26-1A-207

_____ Taxes as defined in Section 26-1A-216

_____ Gifts as defined in Section 26-1A-217

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL the specific authority you WANT to give your agent.)

_____ Create, amend, revoke, or terminate an inter vivos trust, by trust or applicable law

_____ Make a gift to which exceeds the monetary limitations of Section 26-

property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

Limitation of Power. Except for any special instructions given herein to the agent to make gifts, the following shall apply:

(a) Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing any Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as defined in 26 U.S.C. §2041 and 26 U.S.C. §2514 of the Internal Revenue Code of 1986, as amended.

(b) My Agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am a trustee.

SPECIAL INSTRUCTIONS (OPTIONAL)

This area is for special instructions or the following items. Please provide a clear and concise description of the instructions you wish to include in this document.

Additional Notes:

This power of attorney is only valid if it is signed by me and is not subject to the Special Instructions.

Notwithstanding to whom this power of attorney is given, it shall not be valid unless it is signed by me.

If I have signed this document to appoint a successor agent, I understand that the agent or agents of the agent, I understand the following instructions for appointment:

Name of Successor for consideration of my estate: _____

Nominee's Address: _____

Nominee's Telephone Number: _____

Name of Nominee for guardian of my person: _____

Nominee's Address: _____

Nominee's Telephone Number: _____

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Agent

Notary Public

Notary Public Commission Expires

Notary Public Commission Number

Notary Public Seal

Notary Public Seal

Notary Public Seal

Notary Public Seal

Notary Public Seal

)

COUNTY OF _____)

Sample Purpose

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IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

(1) do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;

(2) act in good faith;

(3) do nothing beyond the authority granted in this power of attorney; and

(4) disclose your identity as an agent whenever you act for the principal by writing

(5) cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and

(6) attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney.

Events that terminate a power of attorney or your authority to act under a power of attorney include:

(1) death of the principal;

(2) the principal's revocation of the power of attorney or your authority;

Advance Health-Care Directive

Friday, May 29, 2026



ALABAMA ADVANCE DIRECTIVE FOR HEALTH CARE

(LIVING WILL AND HEALTH CARE PROXY)

This form may be used in the State of Alabama to make your wishes known about what medical treatment or other care you would or would not want if you become too sick to speak for yourself. You are not required to have an advance directive. If you do have an advance directive, be sure that your doctor, family, and friends know you have one and know where it is located.

SECTION 1. - LIVING WILL

I, John Doe, being of sound mind and at least nineteen (19) years old, would like to make the following wishes known. I direct that my family, my doctors and health care workers, and all others follow the directions I am writing down. I know that at any time I can change my mind about these directions by tearing up this form and writing a new one. I can also do away with these directions by tearing them up and by telling someone at least nineteen (19) years of age of my wishes and asking him or her to write them down.

I understand that these directions will only be used if I am not able to speak for myself.

If I become terminally ill or injured:

Terminally ill or injured is when my doctor and another doctor decide that I have a condition that cannot be cured and where death will result in the near future without the use of artificial life-sustaining procedures.

Life-Sustaining Treatment - Life-Sustaining Treatment includes drugs, machines, or medical procedures that would keep me alive but would not cure me. I know that even if I choose not to have life-sustaining treatment, I will still get medicines and treatments that ease my pain and keep me comfortable.

Place your initials by either "Yes" or "No."

I want to have life-sustaining treatment if I am terminally ill or injured.

Yes [_____] No [_____]

Artificially provided food and hydration (Food and water through a tube or an IV) -
- I understand that if I am terminally ill or injured I may need to be given food and water through a tube or an IV to keep me alive if I can no longer chew or swallow on my own or with someone helping me.

Place your initials by either "Yes" or "No."

I want to have food and water provided through a tube or an IV if I am terminally ill or injured.

Yes [_____] No [_____]

If I Become Permanently Unconscious:

Artificially provided food and hydration (Food and water through a tube or an IV) -- I understand that if I am permanently unconscious I may need to be given food and water through a tube or an IV to keep me alive if I can no longer chew or swallow on my own or with someone helping me.

Place your initials by either "Yes" or "No."

I want to have food and water provided through a tube or an IV if I am permanently unconscious.

Yes [] No []

Other Directions:

Please list any other things that you want done or not done.

In addition to the directions I have listed on this form, I also want the following:

(If you do not have other directions, please print "None")

(If you do not have other directions, please print "None")

(If you do not have other directions, please print "None")

(If you do not have other directions, please print "None")

This form is to be used in the State of Michigan. It is a general form and should be modified to reflect decisions for you that are not included in the form. This form is not a substitute for a health care power of attorney. You do not have to make a

health care proxy. The directions in this form will be followed even if you do not name a health care proxy.

Place your initials by only one answer:

[] I do not want to name a health care proxy *(If you check this answer go to Section Three.)*

[] I do want the person listed below to be my health care proxy. I have talked with this person about my wishes.

First Choice for Proxy:

Name of Proxy: Stan Smith

Relationship to me: _____

Address: 123 Pleasant Street, Happyville, 89123, Alabama

Name of Second Choice for Proxy _____

I am giving you this form so you can act as my health care proxy if I am unable to do so. I am giving you this form so you can act as my health care proxy if I am unable to do so.

Name of Second Choice for Proxy _____

Name of Third Choice for Proxy _____

Relationship to me _____

Address _____

Name of Proxy _____

Relationship to me _____

Instructions for Proxy

Place your initials by either Yes or No:

I want my health care proxy to make decisions about whether to give me food and water through a tube or an IV

Yes ☐ No ☐

Place your initials **by only one** of the following:

☐ I want my health care proxy to follow only the directions as listed on this form.

☐ I want my health care proxy to follow my directions as listed on this form and to make any decisions about things I have not covered in the form.

☐ I want my health care proxy to make the final decision, even though

proxy, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. This authority given my proxy shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given my proxy shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

Persons dealing with my proxy may rely fully on a photocopy of this document as though the photocopy was an original.

SECTION 3. – THE THINGS LISTED ON THIS FORM ARE WHAT I WANT.

I understand the following:

- If my doctor or hospital does not want to follow the directions I have listed, they

STATE OF ALABAMA)

)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stan Smith, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, on _____.

(SEAL)

Signature of witness 1

Signature of witness 2

Date

Date

Print name

Print name

SECTION 6. – SIGNATURE OF PROXY.

I, Stan Smith, am willing to serve as the health care proxy.

Dated: _____

Stan Smith

SIGNATURE OF SECOND CHOICE FOR PROXY.

I, _____, am willing to serve as the health care proxy if
the first choice is unable to do so.

Print Name

Print Name