

MEDICAL POWER OF ATTORNEY

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your situation, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended.

This Medical Power of Attorney (this "**Directive**") is made as of [EFFECTIVE DATE] by:

[PRINCIPAL FULL LEGAL NAME], residing at [PRINCIPAL ADDRESS], date of birth [DOB] (the "**Principal**"), who appoints the person named below as the Principal's agent to make health-care decisions for the Principal.

[AGENT FULL LEGAL NAME], residing at [AGENT ADDRESS], telephone [AGENT PHONE] (the "**Agent**"), is appointed as the Principal's health-care agent.

The Principal also names the following alternate agents, to serve in the order listed if a prior-named agent is unable or unwilling to serve: (1) [ALTERNATE AGENT 1 NAME, ADDRESS, PHONE]; and (2) [ALTERNATE AGENT 2 NAME, ADDRESS, PHONE].

Recitals. The Principal is of sound mind and is signing this Directive voluntarily, free from duress or undue influence. The Principal wishes to designate a trusted person to make health-care decisions on the Principal's behalf in the event the Principal becomes unable to make or communicate those decisions. This Directive is intended to take effect under the laws of [STATE] governing health-care powers of attorney and to be honored by health-care providers accordingly.

1. Appointment and Effective Time

1.1 Grant of authority. The Principal grants to the Agent the authority to make any and all health-care decisions for the Principal, subject to the limitations stated in this Directive and to any health-care instructions the Principal has given or later gives.

1.2 When authority begins. This authority becomes effective only when the Principal's attending physician (or another qualified clinician as required by applicable law) determines in writing that the Principal lacks the capacity to make or communicate health-care decisions. [OPTIONAL: state that the authority is effective immediately upon signing — discuss with counsel, as this varies by jurisdiction.]

1.3 When authority ends. The Agent's authority continues during any period in which the Principal lacks capacity and ends when the Principal regains capacity, when the Principal revokes this Directive under Section 8, or upon the Principal's death, except for those post-death powers expressly granted in Section 5.

1.4 Reliance by third parties. Any health-care provider or other third party may rely in good faith on the Agent's representation that this Directive is in effect and has not been revoked, and is protected to the extent permitted by the law of [STATE] when acting on that reliance.

2. Authority of the Agent

2.1 Scope. Except as limited in Section 3, the Agent may make the same health-care decisions the Principal could make if the Principal had capacity, including the authority to: (a) consent to, refuse, or withdraw consent to

any medical care, treatment, service, or procedure; (b) select and discharge health-care providers and institutions; and (c) approve or disapprove diagnostic tests, surgical procedures, and programs of medication.

2.2 Admission and placement. The Agent may admit the Principal to or discharge the Principal from any hospital, nursing facility, hospice, assisted living, or other health-care facility consistent with the Principal's needs and wishes.

2.3 Comfort and pain relief. The Agent may consent to measures necessary to provide comfort care and to relieve pain, even if those measures may hasten death, consistent with accepted medical practice and the Principal's wishes.

2.4 Records and information. The Agent is the Principal's personal representative for purposes of access to medical and billing records and may request, receive, review, and consent to the disclosure of such records and information, including information protected by applicable medical-privacy law.

3. Limitations and Specific Instructions

3.1 Limitations on authority. The Agent's authority is subject to the following limitations: **[LIST ANY LIMITS, e.g. "the Agent may not consent to psychosurgery, sterilization, or commitment to a mental-health facility," or write "None."]**

3.2 Life-sustaining treatment. The Principal directs the Agent regarding life-sustaining treatment as follows: **[CHOOSE/DESCRIBE: e.g. "prolong my life to the greatest extent possible," OR "do not prolong my life if I am in a condition described in my living will," OR "the Agent shall decide based on my known wishes and best interests."]**

3.3 Artificial nutrition and hydration. The Principal's wishes regarding artificially administered nutrition and hydration are: **[STATE WISHES OR DEFER TO AGENT].**

3.4 Other wishes. Additional health-care wishes the Agent should honor: **[DESCRIBE RELIGIOUS, CULTURAL, OR PERSONAL PREFERENCES, OR WRITE "None"].**

3.5 Relationship to other directives. If the Principal has also signed a living will or other advance directive, the Agent will follow the instructions in that document. If a conflict exists, **[STATE WHICH CONTROLS — e.g. "the living will controls on the specific matters it addresses"]**.

4. Duties and Standard of Decision

4.1 Standard. The Agent will make decisions in accordance with the Principal's wishes as expressed in this Directive and otherwise known to the Agent. If the Principal's wishes are unknown, the Agent will act in the Principal's best interests, considering the Principal's personal values to the extent known.

4.2 Consultation. The Agent should consult with the Principal's physicians and other relevant advisors as the Agent considers appropriate, but the Agent's authority is not contingent on agreement from any other family member.

4.3 Good faith. An Agent acting in good faith under this Directive is not liable for the decisions made, to the extent provided by the law of **[STATE]**.

5. Post-Death Authority

5.1 Limited post-death powers. To the extent permitted by applicable law, the Principal authorizes the Agent, after the Principal's death, to: (a) authorize an autopsy; (b) make an anatomical gift of all or part of the Principal's body consistent with Section 5.2; and (c) direct the disposition of the Principal's remains, subject to any contrary

written instruction by the Principal.

5.2 Anatomical gifts. The Principal's wishes concerning organ, tissue, and eye donation are: **[STATE: e.g. "I wish to donate any needed organs and tissue," OR "I do not wish to make an anatomical gift," OR "the Agent shall decide"]**.

6. Nomination of Guardian

6.1 Nomination. If a court later decides that a guardian or conservator of the person should be appointed for the Principal, the Principal nominates the Agent then serving under this Directive to serve in that role, to the extent permitted by the law of **[STATE]**.

6.2 Consistency. Any guardian appointed should give effect to this Directive and the Principal's known wishes to the greatest extent the law allows.

7. Agent Compensation and Expenses

7.1 Compensation. The Agent will serve **[without compensation / for reasonable compensation as permitted by law]**.

7.2 Expenses. The Agent is entitled to reimbursement for reasonable expenses actually incurred in carrying out the Agent's duties under this Directive.

8. Revocation

8.1 How to revoke. The Principal may revoke this Directive at any time and in any manner that communicates an intent to revoke, including by a signed writing, by destroying the document, or by orally informing a health-care provider, to the extent permitted by the law of **[STATE]**.

8.2 Effect of revocation. A revocation is effective when communicated to the Agent or to a health-care provider. A provider who acts in good faith without knowledge of a revocation is protected as provided by applicable law.

8.3 Effect of divorce or separation. If the Agent is the Principal's spouse and the marriage is later dissolved or legally separated, the appointment of that spouse as Agent is revoked unless this Directive states otherwise, to the extent provided by the law of **[STATE]**.

9. General Provisions

9.1 Governing law. This Directive is governed by the laws of the State of **[STATE]** and is intended to be valid in any jurisdiction in which it is presented, to the extent that jurisdiction's law permits.

9.2 Severability. If any provision of this Directive is held invalid, the remaining provisions remain in effect.

9.3 Prior directives. This Directive **[revokes / does not revoke]** any prior medical power of attorney signed by the Principal.

9.4 Copies. A photocopy or electronically transmitted copy of this signed Directive has the same effect as the original, to the extent permitted by applicable law.

9.5 Execution formalities. The Principal will sign this Directive in the presence of the witnesses and/or a notary public as required by the law of **[STATE]**. Local law governs who may serve as a witness; commonly, the Agent, the Principal's attending health-care provider, and an owner or operator of a facility where the Principal receives care may not serve as witnesses.

Principal. I sign this Medical Power of Attorney knowingly and voluntarily.

PRINCIPAL

Signature: _____

Printed name: **[PRINCIPAL NAME]**

Date: _____

Acceptance by Agent (optional). I accept appointment as Agent and agree to act in the Principal's interest consistent with this Directive.

AGENT

Signature: _____

Printed name: **[AGENT NAME]**

Date: _____

Witnesses. Each witness affirms that the Principal is personally known to the witness (or proved identity), appears to be of sound mind and under no duress or undue influence, and signed in the witness's presence.

WITNESS 1

WITNESS 2

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Address: **[ADDRESS]**

Address: **[ADDRESS]**

Date: _____

Date: _____

Notary acknowledgment (if required by [STATE]).

State of **[STATE]**, County of **[COUNTY]**. This Directive was acknowledged before me on **[DATE]** by **[PRINCIPAL NAME]**.

NOTARY PUBLIC

Signature: _____

Printed name: **[NOTARY NAME]**

My commission expires: **[DATE]**

(Seal)

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.