



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 _____ (the Cryopreservation Member, hereinafter referred to as the Member), now residing at _____, 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 a **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 which include, by way of example and not of limitation, communication systems, equipment and supplies, administrative expenses, research, legal fees, professional services, lease and rental payments, marketing taxes, repairs, insurance, and other 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 may 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 on their own behalf (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**.

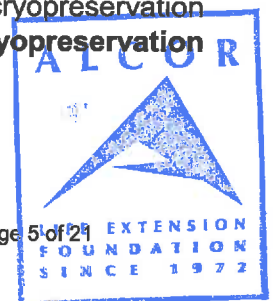
II. DUTIES OF ALCOR

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 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 Alcor's best efforts given the logistical, funding, personnel, knowledge and other constraints limiting it at any particular time.

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.

18. This Agreement is the full agreement between the Member and Alcor. There are no promises, understandings, agreements or representations between them other than those expressly stated in the Agreement.

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 predated 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

Max More, PhD, Chief Executive Officer

Member, Board of Directors





SCHEDULE A REQUIRED COSTS AND CRYOPRESERVATION FUND MINIMUMS

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

This Schedule lists the various expenses and Cryopreservation Funding Minimums which the Alcor Life Extension Foundation requires from its Applicants and Members in connection with their cryopreservation arrangements. Except where noted otherwise, any of these expenses and Cryopreservation Funding Minimums may be changed by Alcor with ninety (90) days written notice to the Members. Expenses for non-member cryopreservations are also specified below. Under such circumstances, no Membership Dues are paid. Instead, there is a surcharge that compensates for this and safeguards Alcor against the possibility of unforeseen legal difficulties.

I. Required Cryopreservation Funding Minimums: Before membership approval can be granted, Alcor requires the Member to guarantee a certain level of funding which will be paid to Alcor upon the legal death of the Member to support Comprehensive Member Standby (CMS), in addition to the cryopreservation, long-term care, and, if it becomes possible, resuscitation of the Member. (See Cryopreservation Agreement, Section I, DUTIES OF THE MEMBER, Article 4.) Current minimum funding levels are:

Minimum Cryopreservation Funding:

\$200,000.00	Whole Body Cryopreservation \$115,000 to the Patient Care Trust \$60,000 for cryopreservation \$25,000 to the CMS Fund
\$80,000.00	Neurocryopreservation \$25,000 to the Patient Care Trust \$30,000 for cryopreservation \$25,000 to the CMS Fund

Surcharges:

\$ 10,000.00	Surcharge for cases outside the U.S. and Canada
\$ 25,000.00	Surcharge for cryopreservation of non-members arranged by a third party who is an Alcor Cryopreservation Member
\$ 50,000.00	Surcharge for cryopreservation of non-members arranged by a third party who is not an Alcor Cryopreservation Member

Only the Minimum Cryopreservation Funding for the procedure elected by the Member in **Attachment 1: Decisions Concerning the Member's Cryopreservation, Section I** will apply.



II. Proof of Funding: Before being accepted into Alcor's program, and on an on-going basis throughout the life of the Cryopreservation Agreement, the Member shall provide proof that the minimum funding listed above is payable to Alcor. Acceptable proof includes the following:

1. In the case of an insurance policy the Member shall:

A) Transfer ownership of the policy to Alcor - Alcor provides a Buy-Back Agreement guaranteeing no changes will be made to the policy without the Member's written consent

B) Name Alcor as the beneficiary of the policy. Accepted insurance companies must be rated as "A-" or better by A.M. Best (www.ambest.com)

2. In the case of prepayment the Member shall:

A) Provide Alcor with the minimum cryopreservation amount through such payment methods as cash, money order, wire transfer, etc. These funds will be placed into either a bank account or Alcor's pre-approved trust agreement. Template trust samples are available upon request.

These are the two primary funding mechanisms that provide both Alcor and the Member with the necessary protection. This is important to Members who want assurance that Alcor will remain financially strong and capable of providing sound protection for patients in cryopreservation, as well as offering assistance to future clients. Naming Alcor as only the irrevocable beneficiary or collateral assignee can be problematic and is not recommended to fund the cryopreservation.

III. Membership Dues: Alcor charges Membership Dues to all living Members to support the advancement of its programs. (See Cryopreservation Agreement, Section I, DUTIES OF THE MEMBER, Article 3.) Dues can be paid annually, semi-annually, quarterly, or monthly. Alcor may increase the standard rate with thirty (30) days written notice to the Member. All payments are non-refundable unless otherwise specified. Various discounts on dues apply to additional family members, full-time students aged 30 and under, minors, and long-term Alcor Members.

Current Membership Dues are, net of applicable discounts are:

1. First family member

\$530.00 annually	\$270.00 semi-annually	\$135.00 quarterly	\$46.00 monthly
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2. Each additional family member over 18 and over, and full-time students aged 25 and under

\$310.00 annually	\$156.00 semi-annually	\$78.00 quarterly	\$26.00 monthly
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3. Each minor family member under 18

\$155.00 annually	\$78.00 semi-annually	\$39.00 quarterly	\$13.00 monthly
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4. Full-time student aged 26 to 30

\$465.00 annually	\$234.00 semi-annually	\$117.00 quarterly	\$39.00 monthly
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5. Long-term members (total membership of 20 – 24 years)

\$434.00 annually	\$218.00 semi-annually	\$109.00 quarterly	\$37.00 monthly
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|--|-------------------|------------------------|-------------------|-----------------|
| 6. Long-term members (total membership of 25 – 29 years) | \$372.00 annually | \$188.00 semi-annually | \$94.00 quarterly | \$32.00 monthly |
| 7. Long-term members (total membership of 30 or longer) | \$310.00 annually | \$156.00 semi-annually | \$78.00 quarterly | \$26.00 monthly |

IV. Standby Charges

For Members residing in the continental U.S. and Canada: Alcor will provide Comprehensive Member Standby (CMS) to all Members (standby in Canada may be subject to delays due to customs and immigration requirements), which includes all rescue activities up through the time the legally pronounced Member is delivered to the Alcor operating room for cryoprotection. This charge is waived for full-time students under age 25 and minors (18 and younger). This charge may be waived in part or in whole, with approval from two of the following Alcor officials: CEO, Vice President, Technical Operations Director, or Chairman of the Board. All Members are subject to a waiting period of 180 days for CMS from the date signup arrangements are completed. All payments are non-refundable.

CMS Waiver

In exchange for a waiver of the Comprehensive Member Standby (CMS) fee the Member has agreed to a permanent increase of \$20,000 to their Cryopreservation Fund Minimum above the current standard Cryopreservation Fund Minimum. The Member acknowledges that when the standard Cryopreservation Fund Minimums are increased in the future, that their Cryopreservation Fund Minimum will always be \$20,000 higher.

Current CMS charges are:

\$180.00 annually, \$90.00 semi-annually, \$45.00 quarterly, or, \$15.00 monthly

Any Member not already residing in the greater Phoenix, Arizona area who is diagnosed as being terminally ill with a prognosis of ninety (90) days or less and who relocates to a residence or terminal care facility in the greater Phoenix, Arizona area will be entitled to a one-time expense relocation reimbursement of up to \$10,000.00, from the CMS fund pool, payable to the Member or the Member's legal representative. A different geographic location may be chosen by the Board for the purposes of this relocation reimbursement.

Types of Standby include:

Level One - Full Standard Standby: It is determined that the Member is at high risk of legal death in an immediate or short term time frame (within seven days). A fully equipped team, according to the standards of care existing at the time, will be deployed to the Member's location at the full expense of the CMS fund pool.



Level Two - Intermediate Level Standby: It is determined that the Member is at medium risk of legal death in an immediate or short-term time frame (within seven days) and will benefit from a reduced degree of on-site or remote monitoring, consultation, and preparation. This CMS expense will be paid out of the CMS fund pool. Should the Member so desire, he or she may upgrade the standby level by pre-funding deployment up to Level One.

Level Three - Elective Standby: The Member does not qualify for Level One or Two Standby and Transport coverage and wishes to have a self-funded standby. The Member will pay for this standby, as it is prudently available, at a price to be quoted depending on the level of support requested. Members who choose Elective Standby must do so prior to being admitted to a hospital for elective or low-risk surgery.

For Members residing outside the continental U.S. and Canada (excluding Hawaii, Alaska and the United Kingdom): Alcor may incur expenses, at its sole discretion, of up to \$50,000 which comprise standby and/or retrieval costs, under conditions where a standby or retrieval is reasonably feasible for such Member. For members residing in the United Kingdom, Alcor may incur expenses, at its sole discretion, of up to \$40,000 which comprise standby and/or retrieval costs, under conditions where a standby or retrieval is reasonably feasible for such Member. For members residing in Hawaii or Alaska, Alcor may incur expenses, at its sole discretion, of up to \$25,000 which comprise standby and/or retrieval costs, under conditions where a standby or retrieval is reasonably feasible for such Member. Arrangements can be made on an individual basis for standby and/or retrieval costs that may exceed these amounts stated in this paragraph. The foregoing parameters of this paragraph do not apply to prepaid members with total available funding below the current required minimum, who shall not qualify for the prospective benefits set forth in this paragraph.

V. Changes to Arrangements: All Members owe the cryopreservation minimum in effect at the time of membership approval for the elected method of cryopreservation, subject to the provisions of Section II, DUTIES OF ALCOR, Article 2, of the Cryopreservation Agreement. If a Member changes his or her elected method of cryopreservation the Member will owe the cryopreservation minimum in effect at the time of the change.





ATTACHMENT 1 DECISIONS CONCERNING THE MEMBER'S CRYOPRESERVATION ADDENDUM TO CRYOPRESERVATION AGREEMENT

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

This Attachment is understood to be a part of the Cryopreservation Agreement between _____, (The Member) and the Alcor Life Extension Foundation (Alcor), signed by the Member on _____ (date of Cryopreservation Agreement).

If the Member chooses not to make any or all of the decisions below, Alcor shall assume the default decision stated in each section. The Member may revise this Attachment by filling out a **Change of Cryopreservation Decision** form or by filling out a new copy or new revision of this Attachment. Any of these changes may be made without affecting the Cryopreservation Agreement already completed. In the case of such changes, the **Change of Cryopreservation Decision** or the revised **Attachment 1** shall become part of the Member's Cryopreservation Agreement.

I. METHOD OF CRYOPRESERVATION

Alcor offers two options for cryopreservation: 1) Neurocryopreservation, wherein the Member's brain or entire head is cryopreserved. Current vitrification protocols will be used if possible, and 2) Whole Body Cryopreservation, wherein the Member's entire body is cryopreserved. Current vitrification protocols will be used if possible. Limited or partial vitrification of tissue outside the brain is expected.

The Member's choice, as indicated on the Application For Cryopreservation, is Neurocryopreservation.

II. CREMATION AND DISPOSITION OF NON-CRYOPRESERVED PORTION OF HUMAN REMAINS

The Member hereby authorizes Alcor to cremate, or cause to be cremated, the non-cryopreserved portion of his/her human remains and releases Alcor, its agents, hirelings, or assigns from any and all liability in cremating the non-cryopreserved portion of the Member's human remains. Alcor will retain or dispose of the cremated non-cryopreserved portion of the Member's remains as it chooses, consistent with legal requirements, unless the Member directs otherwise.



III. CRITERIA FOR CRYOPRESERVATION

The Member might die under circumstances which would cause considerable damage to his/her human remains. Under such conditions Alcor will place into cryopreservation any biological remains whatsoever that they may be able to recover, regardless of the severity of the damage from fire, decomposition, autopsy, embalming, or other causes. Members who have chosen Neurocryopreservation will have any remains of their brain placed into cryopreservation that Alcor may be able to recover regardless of the severity of the damage from fire, decomposition, autopsy, embalming, or other causes.

IV. CRYOPRESERVATION NOT POSSIBLE

The Member might die under circumstances beyond the control of Alcor that make it impossible to place him/her into cryopreservation. These circumstances might include legal or medical barriers, the inability of Alcor to locate or recover the human remains, and/or interference or prevention by third parties, including but not limited to third parties who may claim an interest in the Member's human remains, his/her estate, or his/her Cryopreservation Fund. In that event, Alcor would take from the Member's Cryopreservation Fund the amount necessary to pay for expenses incurred in an unsuccessful attempt to locate, obtain, or recover the human remains. Under these circumstances, or if the conditions stated in Section III above are not met, or if for any other reason (other than negligence or misconduct by Alcor) cryopreservation of the Member's human remains is not possible, Alcor will pay over the remainder of the Cryopreservation Fund to the Alcor Patient Care Trust.

V. CRYOPRESERVATION ENDANGERMENT CONTACTS

In case of large financial expenditures to fight legal attacks on the Member's cryopreservation, general financial or legal set-backs which threaten the cryopreservations of all Members in cryopreservation, or the dissolution of Alcor (see **Cryopreservation Agreement, Section IV, CONTINGENCIES**), it may be necessary for Alcor to convert the Member in cryopreservation from Whole Body Cryopreservation to Neurocryopreservation, or to terminate any or all Member's cryopreservation. As a safety measure, the Member may designate certain individual(s), organization(s), and/or institution(s) as **Cryopreservation Endangerment Contacts** (see **Cryopreservation Agreement, Section IV, CONTINGENCIES, Article 3**). Such designation does not create a contract with the **Cryopreservation Endangerment Contacts** on the part of either the Member or Alcor. The Member's desired contacts, if any, are listed below.

None Listed

VI. PUBLIC DISCLOSURE

Alcor will make reasonable efforts to protect the name of the Member in conjunction with details of his/her cryopreservation or membership unless the Member specifically authorizes Alcor to publicly disclose that information. However, if the Member or a third party publicly discloses the name of the Member in conjunction with details of his/her cryopreservation arrangements or membership affiliation, prior to or after cryopreservation, Alcor is released from this confidentiality agreement. Furthermore, if any legal action is filed against Alcor pursuant to a Member's cryopreservation arrangements or membership affiliation, prior to or after cryopreservation, Alcor is released from this confidentiality agreement. Alcor is not obligated to keep information about the Member's cryopreservation confidential. Through choices made by the Member, the Member has authorized Alcor or limited Alcor's authorization as follows:



Alcor is to make reasonable efforts to maintain confidentiality of Member information subject to the conditions above.

VII. ALLOCATION OF CRYOPRESERVATION FUNDING OVER THE REQUIRED MINIMUM AMOUNT

If the Member has provided Cryopreservation Funding over the minimum required amount, and if all cryopreservation expenses have not been met by the minimum required amount, Alcor will apply funding above the minimum to payment of those expenses. If funds above the minimum required amount remain after payment of all cryopreservation expenses, Alcor will place 50% of this money into the Patient Care Fund, and 50% into the General Operating Fund.

VIII. SIGNATURE OF MEMBER

YOUR SIGNATURE BELOW CONFIRMS YOUR ACKNOWLEDGEMENT THAT:

1. These are your decisions concerning your cryopreservation.
2. That any decisions not made herein by you will revert to Alcor's stated defaults.

Signature of Member

_____\ ____\ 20____
Month Day Year

_____(a.m./p.m.)
Time



IX. 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 _____





CONSENT FOR CRYOPRESERVATION

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

1) I, _____, now residing at _____, (the Donor), concurrent with an agreement to transfer my human remains to the Alcor Life Extension Foundation (Alcor), authorize Alcor, its agents, assistants, associates, employees, volunteers, and physicians to provide and perform the experimental procedure of post-mortem cryogenic preservation (cryopreservation) on my human remains, in the hope that at some future date the science of medicine will have advanced to the point which permits my restoration to life and health. I further affirm my desire to have the procedure of cryopreservation begun as soon as possible after the moment of my legal death, to limit the deterioration of my human remains.

2) I also desire that the transfer of my human remains should contribute to the scientific and medical research needed in order to prove and perfect the process of cryopreservation.

3) I hereby authorize any procedures such as cardiopulmonary resuscitation, anesthesia, pathology, radiology, perfusion, blood transfusion or substitution; organ transplantation (including transplantation of the central nervous system in whole or in part into a host body); cloning; augmented or tissue regeneration; disassembly, repair, refabrication, or replacement of any body components (including cells, tissues and organs); or any other ancillary procedures judged necessary during my cryopreservation, maintenance, or, if it occurs, revival.

4) I specifically authorize Alcor and/or its assigns to attempt revival of my human remains when, in Alcor's best judgment, it is determined that attempting revival is in my best interest.

Should the attempt by Alcor to revive me fail, I authorize and instruct Alcor (if there are sufficient resources available for Alcor to do so) to return me to cryopreservation or use whatever other alternative preservation technologies that may be available to Alcor at that time which in Alcor's best judgment offer me continued hope for revival.

5) I authorize Alcor to do nondestructive testing on and take nonvital samples from my human remains after legal death and/or cryopreservation. It is understood that this testing shall be carried out to improve cryopreservation techniques and our understanding of cryobiology.

6) In the event that my cryopreservation must cease, I authorize Alcor to undertake alternative methods for preservation of my human remains, including, but not limited to, chemical preservation and conventional interment or entombment.



7) I understand and accept that cryopreservation is not consistent with contemporary medical or mortuary practice. I understand that many physicians, cryobiologists, and scientists in other disciplines discount any reasonable possibility that cryopreservation will be successful. I also understand that the legal status and tax status of organizations performing cryopreservations and of those persons whose human remains are cryopreserved are still being tested and clarified in the courts.

8) I understand and accept that:

a) there are no guarantees that this procedure of cryopreservation will be successful in preserving me sufficiently well to permit me to be returned to life and health;

b) due to the possibility of events beyond Alcor's control, there are no guarantees that my human remains will ever be cryonically cryopreserved or will be stored indefinitely if they are cryopreserved;

c) there are no guarantees that any attempt will ever be made to return me to healthy life or that any such attempt will be successful;

d) 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 my human remains illegal or impractical;

e) I am transferring my human remains and funds for an experimental procedure for which there is no known probability of success. It is possible that this experimental procedure will benefit the advancement of knowledge generally, without specifically benefiting me.

9) I understand and accept that the dying process and the process of cryopreservation will result in damage to my body on the molecular, cellular, tissue, and organ levels which is currently considered irreversible. I understand and acknowledge that the damage experienced with existing cryopreservation techniques employed by Alcor (as such damage is currently understood) includes but is probably not limited to the following.

9.1) Ischemic Injury. Currently, cryopreservation procedures cannot begin until after the patient has been pronounced legally dead by a qualified person. In practice this means that the patient will frequently (although not always) experience an ante mortem period of deep shock (inadequate blood flow: ischemia) which will be injurious to most body organs, especially the brain.

This ante mortem ischemic period can result in altered capillary permeability (injury to small vessels supplying body tissues), edema (fluid accumulation), and injury to vital organs.



Following cessation of heartbeat and breathing (legal death), there will likely be an interval of minutes to hours (depending upon the individual circumstances) during which blood circulation will be absent or inadequate. Disruptions in cell and tissue functions and structure which are by current medical criteria considered irreversible and which may remain irreversible, may occur during this interval despite Alcor's best efforts to prevent, minimize, or reverse these insults.

Currently, the medically accepted limits for recovery of humans from circulatory arrest (at normal body temperature) without neurological deficits are in the range of 4 to 6 minutes. As it is practiced today, even under the best conditions, it is probable that the Donor will experience an ischemic period of at least 6 to 10 minutes before cryopreservation stabilization procedures which are designed to halt or reverse ischemic injury can begin. Furthermore, the effectiveness of such stabilization procedures for any given patient is unknown. Injuries as a result of ischemia which are currently known to occur include (depending upon duration), but are probably not limited to:

- a) clumping of the chromatin (genetic material) in the cell nucleus;
- b) altered permeability of the capillaries in the body and in the blood-brain barrier, causing the leakage of blood plasma proteins, and resulting in tissue swelling when circulation is restored, thus interfering with distribution of cryoprotective drugs during perfusion;
- c) free radical damage to the cell membrane and other cell components;
- d) influx of calcium into the cells resulting in activation of phospholipases which degrade the cell membrane;
- e) calcium precipitation in the mitochondria and swelling of the mitochondria;
- f) release of toxic levels of neurotransmitters which exacerbate brain cell injury;
- g) loss of critical balances such as sodium/potassium ratio, and pH, and concentrations of cell biochemicals such as ATP;
- h) accumulation of injurious chemicals (lactic acid, xanthine oxidase, free iron, and others) which directly or indirectly injure the cell during ischemia and which can cause added injury when circulation is restored;
- i) spasm of arteries and arterioles resulting in failed circulation when blood flow is restored, which can interfere with adequate distribution of cryoprotective agents;
- j) release of damaging lysosomal enzymes which can degrade or destroy cell structures;
- k) clotting of blood, which interferes with restoration of circulation and distribution of adequate amounts of cryoprotective agents.



l) accumulation of stomach acids, which may lead to gastric bleeding and compromise circulation, which can interfere with adequate distribution of cryoprotective agents.

9.2) Cryoprotectant Perfusion Damage. Cryoprotectants may be delivered to the brain and other body organs in high concentrations to limit or prevent ice formation during cryopreservation. This process requires considerable time and imposes stresses that may include:

- a) osmotic effects, including tissue dehydration and opening of the blood-brain barrier (tearing of junctions between capillary cells);
- b) likely washout and loss of some protein from damaged or broken cells;
- c) derangements of the levels of critical cell biochemicals and electrolytes;
- d) toxic effects of cryoprotectant chemicals, including disturbance of the hydration layer around biomolecules causing altered structure or function;
- e) damage to the fine structure of the cell membrane, such as the formation of blebs or blisters (separation of the membrane from the cytoplasm (cell substance)) and alterations in the arrangement of or loss of the proteins which are normally present in the cell membrane;
- f) loosening of the chromatin structure (which contains the DNA).

9.3) Biochemical/Biophysical Freezing Damage. Depending on how much water is removed or replaced by cryoprotectants, some or all body tissues may freeze (form ice) during cooling. The resulting combination of elevated concentrations of cryoprotective agents, cellular shrinkage, and low temperature may cause:

- a) loss of lipids from the cell membrane (In other words, the cell membrane may be disrupted and lose material);
- b) loss of key membrane proteins responsible for regulating cell function and perhaps for encoding memory;
- c) damage to hydrophobic (water insoluble) membrane proteins;
- d) formation of deleterious chemical bonds (most commonly disulfide bonds) between vital cell proteins or other cell molecules;
- e) leakage of important electrolytes and other molecules into and out of body cells;

- f) precipitation of some chemicals and proteins critical to cell function (i.e., some enzymes, structural proteins, and buffers);
- g) release during freezing of destructive enzymes that can break down cell structure and that could therefore pose serious problems upon rewarming;
- h) alteration of the arrangement of the lipids (fats) in the cell membrane during cooling and freezing such that the normal sheet-like structure of the membrane is reorganized into patches of tangled tubules, rendering the membrane nonfunctional and permeable (HexII reorganization).

9.4) Mechanical Cryopreservation Injury. Several kinds of mechanical injury to tissues as a result of cryopreservation could occur, such as:

- a) tissue-level ripping, twisting, and fraying of the ripped ends of nerve tracts by the contraction of brain cells and by the push of extracellular ice (creating debris-strewn gaps of perhaps 5 to 100 microns in width) if ice forms. Similar kinds of damage can be expected in other organ systems that freeze, such as the disruption of muscle fiber bundles, rupture of kidney tubules, etc.;
- b) disruption of the junctions between cells;
- c) separation of capillaries from surrounding brain tissue;
- d) macroscopic fracture and separation of fractured halves of cells, axons, dendrites, capillaries, and other brain elements by gaps in the millimeter range after the temperature drops below the glass transition temperature, (similar gross fractures in the millimeter range will occur in other body organs as well). This fracturing is expected to happen at low temperatures during either freezing or vitrification (cryopreservation without ice);.
- e) physical disruption of the capillaries due to intracapillary ice formation (rupture of the capillary wall, tearing of the capillary endothelial cells, and stripping of the capillary endothelial cells from underlying capillary wall material), resulting in incompetent vessels;
- f) stripping of myelin from axons, formation of gaps between the axon membrane and the myelin, unraveling of the myelin, and possible tearing of the axolemma, resulting in loss of intraaxonal material.

10) I understand and accept that if it is not possible to carry out cryoprotective perfusion, the damage described above as a result of the freezing process will be far more serious.

11) I understand and accept that if I am recovered from cryopreservation I may experience a wide range of psychological and social problems and traumas as a result of the disease process which necessitated cryopreservation, the dying process, the cryopreservation procedure, and/or the revival procedure, including but not limited to:



- a) complete or partial loss of memory of skills and life experiences with consequent compromise of personal identity;
- b) neurological deficits which may result in depersonalization, and/or emotional, physical, or social handicap;
- c) loss of organ systems or body parts or substitution by prosthetic organ systems or body parts which may result in psychological and/or emotional harm;
- d) grief, loneliness, and social maladjustment as a result of separation from and/or permanent loss of loved ones, friends, and work or social position;
- e) "culture shock," the inability to adapt to changed social and cultural circumstances as a result of temporal displacement while in cryopreservation;
- f) poverty, as a result of inability to adapt or earn a living, or as a consequence of physical or psychological deficits secondary to cryopreservation and revival;
- g) loss of personal freedom and/or indebtedness, as a result of legal, social, and political conditions affecting persons recovered from cryopreservation;
- h) exposure to legal action, embarrassment, and/or loss of privacy as a result of technology incidental to revival which may allow access to personal memories.

12) I understand and accept that my choice of cryopreservation may limit, interfere with, or exclude completely my participation in programs of experimental medical treatment/research. I understand that exclusion from such research treatment programs may result from my refusal to consent to autopsy (since the requirements of medical research may necessitate a post mortem examination), from the unwillingness of the treating institution to become involved with cryonics procedures, as a result of prejudice against cryopreservation, or as a result of a combination of some or all of these factors.

13) I understand and accept that my choice of cryopreservation currently precludes my participation as an organ donor for purposes of transplantation.

14) I understand and accept that my choice of cryopreservation may affect the type and extent of medical care I receive. Some physicians and medical facilities may refuse to treat or admit me because of my cryopreservation arrangements or may require that I be transferred to another, perhaps less suitable medical facility for treatment and care.

Further, I understand and accept that Alcor, my Health Care Agent, my family, or others empowered to do so may request the application of life-sustaining medical treatment which may cause discomfort or extend the dying process so as to prolong my life long enough to facilitate my cryopreservation under good conditions (i.e., the use of heroic measures to sustain me in order to allow the Alcor cryopreservation team to arrive at my bedside).



I also understand and accept that there may be some risk that some physicians and medical facilities may refuse to respect my requests for termination of life-support technology or to grant me "no heroic measures" or "do not resuscitate" (i.e., "no-code") status as a result of fear, ignorance, or prejudice against cryopreservation.

15) If I have selected the Neurocryopreservation option, I understand and accept the following:

- a) Because my body will be discarded and destroyed during the Neurocryopreservation process, I will necessarily have to rely on the development of technology capable of regeneration, regrowth, cloning and implantation, or implantation of my head or brain into a host body. I understand and accept that such technologies may never be developed.
- b) I may be revived using a prosthetic body or life support system which I may find undesirable or unacceptable.
- c) There may be loss of identity-critical structure/information when my body is discarded.
- d) Technological advances required to recover Neurocryopreservation patients may take longer and/or cost more to develop than those required to recover Whole Body Cryopreservation patients, resulting in my remaining in cryopreservation longer or failing to be recovered from cryopreservation at all.
- e) Social, political, and ethical objections to Neurocryopreservation or to the technology required to revive Neurocryopreservation patients may result in problems which could delay or prevent my revival.
- f) Neurocryopreservation patients may be stored with Whole Body Cryopreservation patients in order to achieve maximum economic benefit, and, as a consequence, have less protection than is currently offered against fire, earthquake, terrorism, and natural disaster.

16) If I have selected the Whole Body Cryopreservation Option, I understand and accept the following:

- a) I may receive less secure protection against fire, earthquake, terrorism, and natural disaster than Neurocryopreservation patients due to economic and logistic limitations currently imposed upon Alcor.
- b) I may be subjected to more injury from the cryopreservation process as a result of longer perfusion and cooling times, although no quantification of such injury has been established.
- c) Due to the increased costs and logistic difficulties associated with Whole Body Cryopreservation, I may not remain in cryopreservation under adverse political, economic, and/or social conditions outside the control of Alcor.



d) Due to the need to repair/rejuvenate the entire body, it may require more resources to effect revival of Whole Body Cryopreservation patients or it may cost more, resulting in delays that could delay or prevent my revival.

17) With full understanding of these conditions, I consent to cryopreservation and attempted revival.

SIGNATURE OF PATIENT

YOUR SIGNATURE BELOW CONFIRMS YOUR ACKNOWLEDGMENT THAT:

1. You have read, understood, and consented to all of the foregoing provisions of this CONSENT FOR CRYOPRESERVATION.

2. You are fully aware of and accept the risks and limitations explained in this document.

3. These proposed research procedure(s) 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 the **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

_____(a.m./p.m.)
Time



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 (MMDD\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 _____





LAST WILL AND TESTAMENT FOR HUMAN REMAINS AND AUTHORIZATION OF ANATOMICAL DONATION

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

- 1) I, _____, now residing at _____, being of sound mind and memory, and over the age of majority, declare this to be my Last Will and Testament regarding my human remains, which declaration may only be revoked by a subsequent testamentary document making specific reference by document and date revoking this declaration. It is my wish that upon my legal death my human remains be preserved by the cryogenic treatment known as cryopreservation.
- 2) For this purpose, and in accordance with the laws governing anatomical donations, I hereby:
 - a) donate my human remains to the Alcor Life Extension Foundation, Inc. ("Alcor"), a California non-profit corporation, registered with the Internal Revenue Service as a tax-exempt scientific and educational organization, having its principal office and place of business at 7895 E. Acoma Dr., #110, Scottsdale, AZ 85260-6916, such donation to take place immediately after my legal death, and
 - b) direct that upon my legal death my human remains be delivered to Alcor or to its agents or representatives, at such place as they may direct.
- 3) I further direct that, when and where possible, such delivery shall take place immediately after my legal death, without embalming or autopsy.
- 4) I further declare that I have not received any remuneration whatsoever in connection with this donation of my human remains, and that I have made this donation for the purpose of furthering cryobiological and cryonic research.
- 5) I understand and intend that this Anatomical Donation gives Alcor full and complete custody and control of my human remains.
- 6) I further intend and direct that such custody and control give Alcor status of "next-of-kin" regarding my human remains, so that Alcor shall have the authority to accomplish any necessary actions in



connection with this anatomical donation. As part of granting this status, I specifically authorize Alcor to:

- a) direct cremation or other disposition of any non-cryopreserved portion of my human remains.
- b) request and receive copies of any and all medical or psychiatric records regarding treatment I may have received at any time during my life.

7) I understand that cryopreservation of my human remains constitutes a research project, and that cryopreservation is not consistent with contemporary medical or mortuary practice. As stated in the other forms I have signed for Alcor, I understand that there are no guarantees or any known probability that the procedure of cryopreservation will be successful.

8) If a legal challenge is raised to this Authorization of Anatomical Donation, I authorize Alcor to take custody of, and have full and complete control over, my human remains by whatever legal means may be available for the purpose of placing them into cryopreservation. If a legal challenge to this procedure is raised by any institution, individual(s), or government agency, I authorize Alcor to use monies from my Cryopreservation Fund to pay for the legal expenses involved in defending its authority and ability to place my human remains into cryopreservation.

9) In witness thereof, I hereby sign, publish, and declare this to be my Last Will and Testament regarding my human remains unless revoked as specifically provided within this agreement, and this document is signed in conjunction with the **Cryopreservation Agreement** and the **Consent for Cryopreservation**, all three of which together constitute my last wish and instruction concerning the disposition of my human remains following my legal death.

Signature of Donor

_____\ ____\ 20____
Month Day Year

_____(a.m./p.m.)
Time



WITNESSES' SIGNATURES

[Two (2) witnesses are required to sign in the presence of each other, the Donor, and a Notary Public. At the time of signing, witnesses must not be relatives of the Donor, health care providers of any kind, or officers, directors, or agents of Alcor. The witnessing Notary Public must then notarize this document on the final page. COMPLETION OF NOTARY FORM IS OPTIONAL IN THE STATE OF CALIFORNIA.]

We, the undersigned witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Donor signs and executes this instrument as his/her Last Will and Testament regarding his/her human remains, and that the Donor signed this document willingly, and that each of us, in the presence and hearing of the Donor hereby signs this Will as Witness to the Donor signing, and that to the best of our knowledge, the Donor is over the age of majority, of sound mind and memory, and under no constraint or undue influence. We further affirm that we are not relatives of the Donor, health care providers of any kind, or officers, directors, or agents of Alcor.

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 _____



- 1. All blanks must be correctly completed by a notary public and notarial seal provided before this document can be approved.**
- 2. The notary cannot be a witness.**
- 3. Notarization is optional in the state of California.**



ALCOR



LIFE EXTENSION
FOUNDATION
SINCE 1972

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

PREPAYMENT AGREEMENT ADDENDUM TO CRYOPRESERVATION AGREEMENT

This Prepayment Agreement is understood to be a part of the Cryopreservation Agreement between _____ of _____ (the Member) and the Alcor Life Extension Foundation (Alcor), signed by the Member on _____ (date of Cryopreservation Agreement).

This Prepayment Agreement details specific arrangements made by the Member, concerning the Member's Cryopreservation Fund and Section IV, "Cryopreservation Not Possible." of the Member's Attachment 1.

1. The Member has agreed to prepay the Member's cryopreservation by providing \$_____ to Alcor in cash, marketable securities, or other financial instruments. If prepayment is made in marketable securities, the Member acknowledges that Alcor has the right to liquidate the marketable securities upon receipt. If the liquidation value of the marketable securities on the date said marketable securities are received into Alcor's brokerage account does not meet the required Cryopreservation Funding Minimum, the Member will provide Alcor with additional Cryopreservation Funds to meet the required Cryopreservation Funding Minimum within thirty (30) days. Until the additional funds are received, the application will be placed on hold.

2. 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 Prepayment Agreement by sending a cancellation request by registered mail, 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. If the Prepayment Agreement is cancelled, the Member's membership will automatically be cancelled unless the Member provides proof that an alternative Cryopreservation Fund is in place prior to canceling his/her Prepayment Agreement. If this Prepayment Agreement is cancelled, Alcor shall, within fourteen (14) working days of cancellation, return the initial cash prepayment and/or an amount equivalent to the cash value of the marketable securities as of the date said marketable securities were received into Alcor's brokerage account (regardless of the value of the securities at the time the prepayment is cancelled), to the Member or the Member's appointed representative, less any past due balances. Any undistributed interest in the account at the time this Prepayment Agreement is cancelled by the Member shall be distributed in accordance with the Member's selection below, less the stated administrative fee.

3. Cash prepayments and/or proceeds from liquidated securities will be held in an account at a government insured bank for use for the cryopreservation of the Member. Interest generated by this account may be added to the prepaid fund (we recommend this option as protection



against inflation), considered an unqualified gift to Alcor, or the interest can be distributed to the Member. Interest earned on the account is considered personal income, subject to both federal and state taxes. In any event, the greater of one hundred dollars (\$100.00) per year or two percent (2%) of the annual interest generated in the account will be retained by Alcor as an unqualified gift to cover administrative fees for maintaining the account. If the Member elects to have any interest earned on the Cryopreservation Fund returned, distribution of interest, less administrative fees, will be made on an annual, year-end basis.

Initial one:

_____ Keep Funds in Account _____ Unqualified Gift _____ Distributed to Member

Upon the legal death and cryopreservation of the Member, the Cryopreservation Fund shall become an irrevocable donation to Alcor, except in the circumstances detailed below.

4. In the event that the Member should die under circumstances that make it impossible to place him/her into cryopreservation, Alcor will retain from the Member's Cryopreservation Fund the amount necessary to pay for expenses incurred in an unsuccessful attempt to locate or recover the Member's human remains. Furthermore, Alcor will distribute the remainder of the Cryopreservation Fund according to Section IV, "Cryopreservation Not Possible." of the Member's Attachment 1.

5. This Prepayment Agreement shall be construed according to the laws of the State of Arizona.

6. As to resolution of disputes: Any controversy or claim arising out of or relating to this Prepayment Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with The Commercial Arbitration Rules of the American Arbitration Association, and any 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.

SIGNATURE OF MEMBER

YOUR SIGNATURE BELOW CONFIRMS YOUR ACKNOWLEDGEMENT THAT:

1. These are your decisions concerning your cryopreservation.
2. Any decisions not made herein by you will revert to Alcor's stated defaults.

Signature of Member

_____\ \ _____ \ 20_____
Month Day Year

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



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.

Seal

Max More, PhD, Chief Executive Officer

Member, Board of Directors



ALCOR



LIFE EXTENSION
FOUNDATION
SINCE 1972

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

EMERGENCY STANDBY PROVISIONS ADDENDUM TO CRYOPRESERVATION AGREEMENT

_____, of _____, 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.

Max More, PhD, Chief Executive Officer

Seal

Member, Board of Directors



ALCOR



LIFE EXTENSION
FOUNDATION
SINCE 1972

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

EMERGENCY STANDBY PROVISIONS

Attachment I – Payment Authorization

If the Member has chosen Option II, the appropriate Standby payment information is provided below. An initial deposit of \$30,000.00 is required to initiate a Standby. Any funds not expended will be refunded to the Member or the Member's estate within 30 days of completion of the Standby, along with an accounting of actual charges. If payment is made via a credit card, it will be charged the full \$30,000.00 prior to initiation of the Standby. If the full amount required for the initial deposit is not available, Standby is not guaranteed.

Based on consultations between Alcor advisors and the Member or the Member's family, the appropriate level of Standby procedures will be initiated. Standby expenses may include but are not limited to:

- Personnel and equipment
- Transport vehicle
- Travel expenses
- Medications and supply consumables
- Licenses and permits
- Mortuary services
- Washout solutions

Alcor is authorized to access the below credit lines for all such Standby expenses:

Check source: ☐ Mastercard ☐ Visa ☐ American Express ☐ Prepay (see Emergency Standby Prepayment Agreement)

Limitation (if any) to total standby expense (not less than \$30,000.00): _____

Exact Name on Card (if using credit card): _____

Card No: _____ Exp. Date _____

The Member recognizes that he/she is responsible for alerting Alcor that a Standby may be required and that Alcor cannot continue a Standby if funding is not available to support it. Uncertainties in the rate of decline of health of the Member and unforeseen difficulties with authorities may compromise a cryopreservation, despite Standby arrangements. If the Member 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.

Signature of Member _____ Date ____ \ ____ \ 20 ____

Signature of Cardholder _____ Date ____ \ ____ \ 20 ____
(if other than Member)





RELATIVE'S AFFIDAVIT

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

1) I, _____, now residing at _____, hereby certify that I am _____ years of age and that I am the _____ of _____ (Member).

2) From my own knowledge of the wishes of the Member, I know that it has been and now is his/her intention and desire, upon legal death, to have his/her human remains preserved by the cryogenic treatment known as cryopreservation, for the purpose of advancing research in the fields of cryobiology and cryonics and for possible restoration to life and health at some future date.

3) I also know that in order to implement this decision, the Member has arranged to donate his/her human remains (under the provisions of the laws governing anatomical donations) and appropriate funds (as determined by the Member's contract with Alcor) to the Alcor Life Extension Foundation (Alcor), a California non-profit corporation having its principal office and place of business at 7895 E. Acoma Dr., Suite #110, Scottsdale, AZ 85260. I am aware that if state statutes or judicial rulings make this arrangement legally impossible under the laws governing anatomical donations, the Member still wishes this procedure to be carried out under whatever legal means may be available.

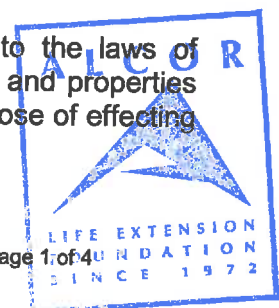
4) I agree to abide by this decision of the Member and, in order to facilitate the implementation of this decision, I hereby grant over to Alcor, without reservation, any and all interests and rights I may have pertaining to the human remains of the Member following his/her legal death.

5) I understand that this consent does not imply or require that I personally subscribe to the concept of cryopreservation.

6) I understand that I bear no financial responsibility for the Member's cryopreservation, unless I have made such arrangement by separate contract. Alcor will make no claim against me for funds to effect or continue the Member's cryopreservation, unless I have specifically authorized such a claim in writing.

7) I further agree to sign any and all forms which Alcor may later require of me pertaining to this transfer of interests and rights in the Member's mortal remains, whether this transfer is carried out under the laws governing anatomical donations or under some legal means as yet undetermined.

8) I hereby disclaim and renounce any interest I may have (subject to the laws of inheritance of the state in which the Member resides) in any and all monies and properties which the Member has designated or may designate to be applied to the purpose of effecting or continuing the cryopreservation of his/her human remains.



9) I agree to take all actions reasonably necessary to permit, and to forego all actions which might interfere with, the cryopreservation of the Member.

10) I agree to immediately notify Alcor by the fastest means available when I become aware that the Member is afflicted with any life-threatening illness or injury and/or upon the death of the Member.

11) I agree to cooperate in all ways with Alcor in assisting its personnel to gain access to the Member, to the Member's medical records, and to the Member's physician while the Member is being treated in a medical facility, including the Intensive Care Unit and other areas normally restricted to relatives only.

12) I agree to make efforts to persuade the relevant medical authorities to release the Member's body to Alcor immediately after the Member's legal death. I further agree to make such efforts, if possible, in advance of the Member's death.

13) I agree to make any other such efforts as Alcor may reasonably require to aid in the Member's cryopreservation.

14) I understand that my failure to perform the agreed duties or many other conditions may make it impractical for Alcor to perform the cryopreservation of the Member and that such inability to perform shall relieve Alcor of its duty to cryopreserve the Member, while not disqualifying Alcor from the funds designated to it.

15) I understand and accept that the procedure of cryopreservation is experimental, unperfected, and not consistent with contemporary medical or mortuary practices. I understand that Alcor cannot guarantee the success or quality of any of its procedures, current or yet to be developed, for cryopreservation, maintenance, or revival. There is no guarantee that this procedure will ever be attempted on the Member or if attempted will be continued or successful. I understand and accept that Alcor warrants only that all procedures and decisions connected with cryopreservation, maintenance, and revival will be made with its best efforts and good faith judgment.

16) I understand that this Agreement is reasonably related to the State of Arizona and agree that 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 Arizona law. I agree that any lawsuit brought concerning the interpretation or enforcement of this Agreement or concerning my actions or the actions of Alcor regarding the human remains of the Member shall be brought in a state or federal court in Maricopa County, Arizona.

17) I therefore agree not to make any demand or claim on, and not to prosecute or cause to be prosecuted, Alcor, its directors, officers, members, employees, agents, and any companies, corporations, or institutions with which Alcor may contract, for any action taken or committed on or against the Member, in so far as Alcor's decisions and actions are made with its best good faith judgment. I hold each of these persons and organizations free from any and all liability in connection with Alcor's cryopreservation program and the cryopreservation of the Member's human remains, in so far as Alcor has used its best good faith judgment.



18) Additional questions to be answered by Relative:

(a) It is important to the credibility of Alcor and of cryonics in general that the public be made aware when persons are placed into cryopreservation. The Member has indicated in the Cryopreservation Agreement whether or not s/he has given permission for his/her name to be used publicly in releases concerning his/her cryopreservation. The Member should show you this and discuss this decision with you.

Alcor recognizes that because of personal grief, a wish to avoid publicity, or an objection to the principles or philosophy of cryopreservation, many relatives will not wish to become involved in any public discussion of the death and cryopreservation of the Member. In consideration of these feelings, Alcor will not release the names of any relatives to the public without their expressed permission. However, it is the hope of Alcor that some relatives of the Member will agree to be interviewed by representatives of the media or at least to release public statements after the legal death and cryopreservation of the Member. No pressure of any kind will be placed upon you to cooperate in this way, and you may change your decision in this regard at any time.

Please indicate by initialing below the extent to which you are willing to participate.

- _____ I permit Alcor to release my name to qualified media representatives.
- _____ I am willing to be interviewed by qualified media representatives.
- _____ I may be willing to be interviewed by some specific person after discussion with Alcor, but I do not permit Alcor to release my name directly to media representatives.
- _____ I may be willing to release a public statement but do not wish to be interviewed, and I do not permit Alcor to release my name directly to media representatives.
- _____ I do not wish to participate in any way.
- _____ Other: _____
- _____
- _____

(b) Alcor offers two options for cryopreservation: 1) Neurocryopreservation, wherein the Member's brain or entire head is cryopreserved using current vitrification protocols, and 2) Whole Body Cryopreservation, wherein the Member's entire body is cryopreserved with partial vitrification. The Member should inform you of which method s/he has chosen.





INTERNATIONAL DISCLAIMER

SPECIAL INFORMED CONSENT FOR INDIVIDUALS RESIDING OR TRAVELING OUTSIDE OF THE UNITED STATES

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

I, _____, now residing at _____,
(Donor), hereby make this Addendum: Special Informed Consent for Individuals Residing or Traveling Outside of the United States of America (Addendum) as an attachment to the CONSENT FOR CRYOPRESERVATION (Consent).

1. I understand and accept that cryopreservation is not consistent with contemporary medical or mortuary practice. I understand that many physicians, cryobiologists, and scientists in other disciplines discount any reasonable possibility that cryopreservation will be successful.
2. I understand and accept that the procedures used to place my remains into cryopreservation are technically sophisticated procedures that require specially trained personnel, specialized equipment and pharmaceuticals, and are most beneficial if utilized as soon as possible after my heart stops beating (a condition known as "clinical death"). I understand that the difficulty of transporting a skilled team, pharmaceuticals and/or equipment outside the United States of America will compromise the results of the procedure.
3. I understand that the laws and customs vary from country to country. I agree and affirm that 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 my human remains illegal or impractical. This is particularly true if I am traveling or residing outside the United States at the time of my cryotransport. The problems include, but are not limited to the following:
 - 3.1 The forms that I have filled out with Alcor which conform to the laws of the United States of America to make possible my anatomical donation to Alcor, and to therefore make possible my cryopreservation, may not be accepted or recognized by other countries.
 - 3.2 Alcor may not be able to gain access to my remains in a timely manner or at all.
 - 3.3 The inability of Alcor to place my remains into cryopreservation without extended time delays could result in extensive biological compromise.
 - 3.4 The inability of Alcor to place my remains into cryopreservation at all. Due to the possibility of events beyond Alcor's control, there are no guarantees that my human remains will ever be cryopreserved or will be stored indefinitely if they are cryopreserved.
4. I understand that it would be to my advantage to relocate near Alcor in the event of my physical decline, at my sole cost and responsibility in order to avoid the problems outlined above.



SIGNATURE OF DONOR

YOUR SIGNATURE BELOW CONFIRMS YOUR ACKNOWLEDGMENT THAT:

1. You have read, understood, and consented to all of the provisions of the **CONSENT FOR CRYOPRESERVATION** to which this Addendum is attached.
2. You are fully aware of and accept the risks and limitations explained in this Addendum: **Special Informed Consent for Individuals Residing or Traveling Outside of the United States of America.**
3. These limitations and risks 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 the **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 Donor

_____\ / ____\ 20____
Month Day Year

_____(a.m./p.m.)
Time



WITNESSES

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

YOUR SIGNATURE AS WITNESS CONFIRMS YOUR ACKNOWLEDGEMENT THAT:

1. The Donor has represented to you that Donor understands and agrees to the purposes and terms of this Addendum: Special Informed Consent for Individuals Residing or Traveling Outside of the United States of America.

2. The Donor has declared to you that cryopreservation is Donor's last wish as to the disposition of Donor's body and person after legal death.

WITNESSED ON (MMDD\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

