

MEDICAL POWER OF ATTORNEY

ARTICLE 1 - DESIGNATION OF HEALTH CARE AGENT

I, _____, hereby appoint

(Agent's Name)

(Agent's Address)

(Agent's Phone)

as my attorney-in-fact (called my "Agent" in this Power of Attorney for Health Care) to make health care decisions for me as authorized in this document.

ARTICLE 2 - EFFECTIVE DATE AND DURABILITY

By this document, I intend to create a medical durable power of attorney effective upon, and only during, any period of incapacity or disability in which, in the opinion of my Agent and attending physician, I am unable to make or communicate a choice regarding a particular health care decision.

ARTICLE 3 - AGENT'S POWERS

I grant to my Agent full authority to make decisions for me regarding my health care. In exercising this authority, my Agent shall follow my desires as stated in this document or otherwise known to my Agent. In making any decision, my Agent shall attempt to discuss the proposed decision with me to determine my desires if I am able to communicate in any way. If my Agent cannot determine the choice I would want made, then my Agent shall make a choice for me based on what my Agent believes to be in my best interests. My Agent's authority to interpret my desires is intended to be as broad as possible, except for any limitations I may state below. Accordingly, unless specifically limited in Section 4 of this document:

3.1 My Agent may consent to, refuse, or withdraw consent to, any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication, and the use of mechanical or other procedures that affect any bodily function, including (but not limited to) artificial respiration, nutritional support and hydration, and cardiopulmonary resuscitation ("CPR"), and may direct and consent to the writing of a "no code" or "do not resuscitate" order or any similar order by any health care provider;

3.2 My Agent shall have access to medical records and information to the same extent that I am entitled to, including the right to disclose the contents to others;

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3.3 My Agent may select the facilities and locations at which I will receive any medical care or treatment, may arrange for transporting me to and from any such facility or location, and may authorize my admission to or discharge (even against medical advice) from any hospital, nursing home, residential care, assisted living, or similar facility or service;

3.4 My Agent may contract, on my behalf, for any health care related service or facility, without my Agent incurring personal financial liability for such contracts;

3.5 My Agent may hire and fire medical personnel (including, but not limited to, physicians, psychiatrists, dentists, nurses, and therapists), and social service and other support personnel, for my care, as my Agent determines to be necessary or appropriate for my physical, mental, and emotional well-being;

3.6 My Agent may consent to and arrange for the administration of pain relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain relief therapies that my Agent believes may be helpful, even though such drugs or procedures may lead to permanent physical damage or addiction, or may hasten the moment of my death, except that my Agent may not consent to or arrange for the administration of pain relieving drugs or surgical or medical procedures that will intentionally cause my death;

3.7 My Agent may make anatomical gifts of part or all of my body for medical purposes, authorize an autopsy, and direct the disposition of my remains, to the extent permitted by law; and

3.8 My Agent may take any other action necessary to do what I authorize here, including (but not limited to) granting any waiver or release from liability required by any hospital, physician, or other health care provider, signing any documents relating to refusals of treatment or the leaving of a facility against medical advice, and pursuing any legal action in my name, and at the expense of my estate, to force compliance with my wishes as determined by my Agent, or to seek actual or punitive damages for the failure to comply.

ARTICLE 4 - STATEMENT OF DESIRES, SPECIAL PROVISIONS AND LIMITATIONS

4.1 The powers granted above do not include the following powers, or are subject to the following rules or limitations: [If none, write "none."]

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4.2 With respect to any life-sustaining treatment, I direct the following:
[Initial only one of the following paragraphs.]

_____ Living Will. I direct my Agent to follow any declaration as to medical or surgical treatment, or “living will,” that I may have signed (under the Colorado Medical Treatment Decision Act or otherwise).

_____ Grant of Discretion to Agent. I do not want my life to be prolonged, nor do I want life-sustaining treatment to be provided or continued, if my Agent believes the burdens of the treatment outweigh the expected benefits. I want my Agent to consider the relief of suffering, the expense involved, and the quality as well as the possible extension of my life, in making decisions concerning life-sustaining treatment.

_____ Direction to Withhold or Withdrawal Treatment. I do not want my life to be prolonged, and I do not want life-sustaining treatment, if I have a condition that is incurable or irreversible and, without the administration of life-sustaining treatment, is expected to result in my death within a relatively short time or if I am in a coma or persistent vegetative state which is reasonably concluded to be irreversible.

_____ Direction for Maximum Treatment. I want my life to be prolonged to the greatest extent possible without regard to my condition, the chances I have for recovery, or the cost of the procedures.

_____ Direction in My Own Words.

4.3 “Artificial nourishment and hydration” means any medical procedure whereby nourishment or hydration is supplied to me through a tube inserted into my nose, mouth, stomach, or intestines, or nutrients or fluids are injected intravenously into my bloodstream. With respect to artificial nourishment and hydration, I wish to make it clear that:

[Initial only one of the following paragraphs.]

_____ I intend to include artificial nourishment and hydration among the life-sustaining procedures that may be withheld or withdrawn under the conditions given above in Article 4.2.

_____ I do not intend to include artificial nourishment and hydration among the life- sustaining procedures that may be withheld or withdrawn under the conditions given above in Article 4.2.

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ARTICLE 5 - SUCCESSOR AGENTS

5.1 If any Agent named by me dies, becomes legally disabled, resigns, refuses to act, is unavailable, or (if my Agent is my spouse) is legally separated or divorced from me, then I name the following persons (each to act alone and successively, in the order named) as successors to my Agent:

[If you do not wish to name any successor Agent, write "None."]

Name of first successor Agent

Address

Home telephone number

Work telephone number

References in this document to "my Agent" shall include any successor Agent or Agents acting under this Article Five.

5.2 Any acting Agent may appoint a successor Agent, provided all successor agent(s) consent to such appointment.

ARTICLE 6 - PROTECTION OF THIRD PARTIES WHO RELY ON MY AGENT

No person who relies in good faith on any representation made by my Agent shall be liable to me, my estate, my heirs, or my assigns, for recognizing the Agent's authority.

ARTICLE 7 - EXONERATION OF MY AGENT

If my Agent acts in accordance with this document, he or she shall be deemed to have acted properly and with reasonable care, diligence, and prudence, despite any contrary feelings, beliefs, or opinions expressed by any other members of my family, relatives, or friends, or my conservator or guardian.

ARTICLE 8 - NOMINATION OF AGENT AS GUARDIAN AND CONSERVATOR

If it becomes necessary for a court to appoint a guardian of my person or a conservator of my estate, I nominate my Agent to be the guardian and conservator.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 I revoke any prior power of attorney for health care.

9.2 I intend this power of attorney to be valid in any jurisdiction in which it is presented.

9.3 My Agent shall not receive compensation for services performed under this power of attorney, but my Agent shall be entitled to reimbursement for all reasonable expenses incurred as a result of carrying out any provisions of this power of attorney.

9.4 The powers delegated under this power of attorney are separable, so that the invalidity of one or more powers shall not affect any others.

9.5 A photocopy of this power of attorney shall have the same force and effect as any original.

9.6 This is a “Medical Durable Power of Attorney” under the Colorado Patient Autonomy Act, Colorado Revised Statutes 15-14-503 through 15-14-509.

9.7 I direct my Agent to encourage visitors to visit me in any hospital or other care facility, and arrange for me to have telephone and Internet access.

By signing here, I affirm that I have read and understood this document. I execute this Medical Durable Power of Attorney on _____, 2018.

STATE OF COLORADO)
) ss.
COUNTY OF)

The undersigned Notary Public does here by certify that _____, who is personally known to be the person whose name is subscribed to the within Medical Durable Power of Attorney, signed the same before me this day as his/her free and voluntary act.

Given under my hand and seal this day of , 2018.

Notary Public

My commission expires: