



**MAMA
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LEGAL FORMS

**LAST WILL
AND
DURABLE POWERS OF ATTORNEY
OF
JOHN D. DOE**

LAST WILL AND DURABLE POWERS OF ATTORNEY OF JOHN D. DOE

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SIGNING INSTRUCTIONS

Read Each Document Carefully

A last will is a very important document that describes your wishes for your family and assets if you pass away. Durable powers of attorney are powerful documents that grant broad powers to your agents to make decisions on your behalf. A HIPAA release form allows access to your private health care information. Before signing these documents, please review each document carefully to make sure that you understand and agree with the instructions in your last will and the powers that you have granted to your agents in your powers of attorney.

If you have questions or concerns about signing these documents, seek advice from an attorney.

Have a Conversation with your Personal Representative and Agents

It is important to let your personal representative and agents know that you have chosen them to help in an emergency. Have a conversation with them to make sure they understand the extent of their responsibilities.

Signing your Legal Documents

To properly sign your last will, powers of attorney, and HIPAA release you will need two witnesses and a notary public. Notarial services are typically found at government offices, banks and other financial institutions. Please note the following witness requirements:

- Each witness must be a mentally competent adult.
- Witnesses should not be close family members.
- Witnesses should be a disinterested party (he or she should not be named as a beneficiary under your will).

Please follow these instructions to properly execute your last will, powers of attorney and HIPAA release:

1. *Last Will.* Please carefully review your last will. Make sure (a) all names are spelled correctly, (b) the instructions in your last will correctly describe the division and distribution of your assets, and (c) your last will names the correct people to serve as personal representative and guardian for any minor children.

If the document meets your approval, enter today's date on the signature page of your last will and sign your full name where indicated in the blank(s) above your name as Testator, in the presence of your witnesses and the notary public. You should state to your witnesses that this document is your last will and that you are signing it voluntarily.

Request that each witness, in your presence and in the presence of each other, sign his or her name below yours, where indicated. All three signatures should be acknowledged by the notary public. The names of the witnesses should be printed in the spaces provided.

2. *Health Care Directive and Durable Power of Attorney for Health Care.* Please carefully review this document. Make sure all names are spelled correctly and that the document names the correct people to serve as your agents. If the document meets your approval, you can date the document and sign in the blank above your name as indicated on page 9, in the presence of the notary public.

3. *HIPAA Release Form.* Please carefully review your HIPAA release form. If the document meets your approval, you can date the document and sign in the blank above your name as indicated at the bottom of page 2, in the presence of the notary public.

4. *Durable Power of Attorney for Financial Decisions.* Please carefully review this document. Make sure that all names are spelled correctly and that the document names the correct people to serve as your agents. If the document meets your approval, you can date the document and sign in the blank above your name as indicated on page 9, in the presence of the notary public.

5. *Other Signatures.* The notary public will acknowledge and sign each document for you. Your personal representative and agents do not need to sign any of these documents.

Finding a Notary Public

Here are the most common places to locate a notary public to assist in signing your documents:

1. Check with businesses such as your bank or credit union, your accountant office, parcel shipping stores, or real estate offices to ask if they offer notary services.
2. If you are a student, contact the business office of your college or university to ask when a notary is available.
3. Local AAA offices often offer notary services to both members and non-members.

4. Contact local government offices like your town hall, city hall, county courthouse, or public library and ask if they have a notary available.
5. Use an online search like 123notary.com or google “find a notary near me” to find notaries in your area.
6. Most attorney offices have notaries available but are hesitant to notarize documents that were not prepared by their own office.

Working with Notaries

1. When you locate a notary, contact them directly by phone or email to make certain they are willing and able to help with the execution of your documents.
2. Let the notary know what documents you plan to sign, who will be signing, and if you have witnesses available.
3. Ask the notary about any fees he or she may charge to notarize documents.
4. Schedule an appointment with the notary for you and your witnesses to meet and sign your documents.

Does my Will Need to be Notarized?

Your will is not required to be notarized to be valid. However, in most states, the law allows for a will to be “self-proved.” Having a self-proved will simplifies the process of administering your will at death.

Self-proved wills contain language, sometimes called a “Self-proving Affidavit,” where your witnesses swear that they watched you sign your will and their signatures are acknowledged by a notary public. Upon your death, if your will is self-proved, your witnesses won’t be required to provide evidence or appear in court to testify to the fact that they witnessed you signing your will. For your will to become self-proved, the witnesses’ signatures in this section at the end of your will must be notarized.

We have included the Self-proving Affidavit or other required self-proving language in our wills for each state where it is allowed and encourage customers to have the self-proving portion of the will notarized as indicated in the instructions and in the will document itself.

If you find that a document needs revisions, the creator of the documents can prepare a revised version by logging in to their account at mamabearlegalforms.com. If you have questions or concerns about signing a last will, powers of attorney, or HIPAA release, seek advice from an attorney.

Storing Your Documents

After signing, please keep the original signed documents in a safe place with your other important documents. Let your personal representative know where you keep your last will so that he or she can gain access to the original document upon your death. Give a photocopy of your powers of attorney to your agents so that they will be authorized to act in an emergency.

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**MAMA
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LEGAL FORMS

**LAST WILL
OF
JOHN D. DOE**

This Last Will is a legal document that provides instructions for the care of your children and division and distribution of your property upon your death.

**LAST WILL
OF
JOHN D. DOE**

I, JOHN D. DOE, of Pierre, South Dakota, being of sound mind, revoke all previous Wills and Codicils I may have made and make this my Will.

**ARTICLE I
FAMILY INFORMATION**

A. *Marital Status.* I am married to JANE M. DOE, who is referred to in this Will as my “spouse.”

B. *My Children.* My children are ROBERT A. DOE and RACHEL A. DOE. References in this Will to my “children” shall refer to all children of mine whether born or adopted subsequent to the date of this Will.

**ARTICLE II
PAYMENT OF MY FINAL DEBTS AND EXPENSES**

Upon my death, I direct that my Personal Representative shall pay out of the residuary of my estate all (a) legally enforceable debts, except debts which are a lien or encumbrance on property as security for payment of a loan, (b) expenses of last illness and funeral, (c) administration expenses payable by reason of my death, and (d) estate and inheritance taxes (including interest and penalties, if any) payable in any jurisdiction by reason of my death, as soon as practicable after my death, without apportionment to any beneficiary.

**ARTICLE III
DISTRIBUTION OF MY TANGIBLE PERSONAL PROPERTY**

I give certain items of tangible personal property (items such as family heirlooms, furniture, vehicles, household goods, collectibles, and jewelry) in accordance with a written list which I intend to leave at my death with this Will.

If there is more than one such written list, all shall be given effect. However, to the extent there are any inconsistencies between such written lists, the last dated written list shall control the disposition of any such item. All gifts shall be net gifts after payment of all taxes, debts and expenses of my estate.

If no such written list is found with this Will, then this provision shall be of no effect. Any tangible personal property that is not otherwise disposed of by this Article shall be distributed to my spouse, if living, otherwise disposed of in the discretion of my Personal Representative with the proceeds of any sale added to my residuary estate to be held or distributed in accordance with Article V of this Will.

ARTICLE IV DISTRIBUTION OF SPECIFIC BEQUESTS TO INDIVIDUALS

Upon my death, if my spouse should predecease me, I direct that the following bequests be made from my estate, which shall be net gifts after payment of all taxes, debts and expenses of my estate. If my spouse's will contains any identical bequests and if the order of my death and the death of my spouse cannot be established by competent evidence, it is my intention that these net gifts be made in full, but not in duplicate, in the event of simultaneous deaths. The amount and beneficiary of each bequest is as follows:

1. I leave \$10,000 to SARAH L. DOE, if living.
2. I leave \$10,000 to CYNTHIA R. DOE, if living.

ARTICLE V DISTRIBUTION OF SPECIFIC BEQUESTS TO CHARITABLE ORGANIZATIONS

Upon my death, if my spouse should predecease me, I direct that the following bequests to charitable organizations be made from my estate, which shall be net gifts after payment of all taxes, debts and expenses of my estate. If my spouse's will contains any identical bequests and if the order of my death and the death of my spouse cannot be established by competent evidence, it is my intention that these net gifts be made in full, but not in duplicate, in the event of simultaneous deaths. The amount and beneficiary of each bequest is as follows:

1. I leave \$10,000.00 to CITY RESCUE MISSION, Pierre, South Dakota.

2. I leave \$10,000.00 to CITY UNIVERSITY FOUNDATION, Pierre, South Dakota.

ARTICLE VI
DISTRIBUTION OF MY RESIDUARY ESTATE

Upon my death, I direct that my residuary estate (everything that I own at my death that is subject to this Will and remains after payment of debts and expenses and that has not been left as a specific gift) be distributed as follows:

A. *Spouse.* I direct that my residuary estate be distributed to my spouse, if living.

B. *Charitable Distributions.* If my spouse does not survive me then I give the following charitable distributions as part of my residuary estate:

An amount equal to 10% of my residuary estate to CITY CHURCH, Pierre, South Dakota.

C. *Children.* If my spouse does not survive me, then I give my remaining residuary estate to my children in equal shares. If a child of mine predeceases me, this child's share shall be distributed to the deceased child's children, in equal shares, per stirpes. If a child of mine predeceases me leaving no surviving descendants, the child's share shall be distributed in equal shares to my other children, per stirpes. Any share created for a beneficiary, who has reached the age of 25 years shall be distributed to such beneficiary outright and free of any trust. Any share created for a beneficiary who has not yet reached the age of 25 years, shall be held by my Personal Representative, as Trustee, in a separate testamentary trust in accordance with the following provisions:

1. The Trustee may distribute to the beneficiary or pay for the benefit of the beneficiary so much of the income and principal of the trust as the Trustee deems necessary or advisable, in the Trustee's sole discretion, to provide for the support, health, education, and maintenance of the beneficiary.
2. When the beneficiary reaches the age of 25 years, the Trustee shall distribute to the beneficiary all of the remaining trust property.

3. If the beneficiary dies prior to reaching age 25 and before distribution of all of his or her share, then the Trustee shall pay the remaining trust property in equal shares to the children, per stirpes, of the deceased beneficiary.
4. If the deceased beneficiary has no living descendants, the Trustee shall distribute the remaining trust property in proportionate shares among the other beneficiaries under this Article. Any beneficiary who is entitled to receive distributions of income under any other trust established by this Will shall not receive his or her share outright. Such beneficiary's share shall be added to the principal of his or her trust and be governed accordingly.
5. I appoint SARAH L. DOE to serve as Trustee of any testamentary trust created under this Will. Should such person(s) fail or refuse to serve as Trustee, I appoint CYNTHIA R. DOE to serve as Successor Trustee. If for any reason, all Trustees designated in the provision are unable or unwilling to serve as Trustee, the Successor Trustee shall be selected by the beneficiary of the trust, or his or her guardian, if the beneficiary is a minor.
6. The Trustee, and any Successor Trustee, shall have all the rights and powers granted to trustees under the laws of the State of South Dakota and the Internal Revenue Code as now in effect or as amended in the future. In addition, the Trustee shall have the right to sell and convey, without court order, any and all real or personal property which may be a part of the Trust property. No bond shall be required of any trustee.
7. The Trustee may receive reasonable compensation for Trustee services actively performed hereunder, but not in excess of the amount usually charged for like services by corporate fiduciaries in the same geographical area.
8. The interest of each beneficiary in the income and principal of a testamentary trust created under this will shall be free from the control or interference of any creditor of a beneficiary, or of any spouse of a married beneficiary, and shall not be subject to attachment or susceptible of anticipation or alienation.

D. *Disaster Clause.* If any portion of my residuary estate is not effectively disposed of under the provisions of this Will, then I direct my Personal Representative to

distribute such portion of my residuary estate as follows: To my heirs-at-law as determined in accordance with the laws of the State of South Dakota.

ARTICLE VII
DIGITAL ASSETS

A. *My Personal Representative's Authority over Digital Assets.* I authorize my Personal Representative to access, manage and take any action concerning my Digital Assets, Digital Devices, or Digital Accounts that my Personal Representative deems appropriate. I lawfully consent to and authorize any service provider to disclose to my Personal Representative the contents of any communication or record under The Stored Communications Act (currently 18 U.S.C. §§ 2701 et seq.), the Computer Fraud and Abuse Act (currently 18 U.S.C. § 1030), and any other state or federal law relating to Digital Assets, data privacy, or computer fraud. My Personal Representative shall be an authorized user for purposes of applicable computer-fraud and unauthorized-computer-access laws.

B. *Definitions and descriptions.*

1. "Digital Assets" shall be any electronic record defined as a "Digital Asset" under state statutes, together with any and all files created, generated, sent, communicated, shared, received, or stored on the Internet or on a Digital Device, regardless of the ownership of the physical device upon which the file was created, generated, sent, communicated, shared, received or stored.
2. A "Digital Device" is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information, including, without limitation, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices, and any similar digital device which currently exists or may exist as technology develops.
3. "Digital Account" means an electronic system for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset stored on a Digital Device, regardless of the ownership of such Digital Device.

4. Digital Assets and Digital Accounts shall include, but not be limited to, email and email accounts, social network content and accounts, social media content and accounts, text, documents, digital photographs, digital videos, software, software licenses, computer programs, computer source codes, databases, file sharing accounts, financial accounts, health insurance records and accounts, health care records and accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs and other online accounts which currently exist or may exist as technology develops, including any words, characters, codes, or contractual rights necessary to access such items and accounts.

ARTICLE VIII
APPOINTMENT OF PERSONAL REPRESENTATIVE
AND GUARDIAN OF MINOR CHILDREN

- A. *Personal Representative.* I nominate JANE M. DOE to serve as Personal Representative(s). Should such person(s) fail or refuse to serve as Personal Representative, I nominate SARAH L. DOE to serve as Successor Personal Representative. For all purposes of this Will, the term "Personal Representative" shall mean any executor or administrator, as applicable, if such other term is used in the statutes of the applicable jurisdiction.
- B. *Powers of Personal Representative.* My fiduciaries shall have all of the powers conferred upon fiduciaries under the applicable state law and Internal Revenue Code in effect on my death, in each case to be exercised in the discretion of my fiduciaries and without order of Court including the power to sell real estate. I direct that my fiduciaries shall be permitted to serve without bond.
- C. *Compensation of Personal Representative.* My Personal Representative shall be entitled to receive from my estate fair and reasonable compensation for services rendered as Personal Representative as well as reimbursement for all reasonable expenses incurred in the management, protection, and distribution of my estate.
- D. *Guardian for Minor Children.* If my spouse should predecease me, I appoint SARAH L. DOE as Guardian of the person and Conservator of the estate of my minor children. Should my primary Guardian fail to act or cease to serve as Guardian, I appoint CYNTHIA R. DOE as Guardian of the person and Conservator of the estate of my minor children.

ARTICLE IX
GENERAL PROVISIONS

A. *Liability of Fiduciaries.* My fiduciaries designated in this Will shall not incur any liability to me, my estate, my heirs, or beneficiaries for any action taken or not taken in good faith, but shall be liable for any willful misconduct or gross negligence.

B. *Severability.* The invalidity or unenforceability of any particular provision under this Will shall not affect the other provisions. This Will shall be construed in all respects as if any such invalid or unenforceable provisions were either omitted, or if practicable, modified and restated to the least extent necessary to be deemed valid.

C. *Simultaneous Death.* If a beneficiary under this Will and I die simultaneously, or if the order of my death and the death of a beneficiary cannot be established by competent evidence, then any bequest to such beneficiary shall be construed based upon the laws of this state regarding simultaneous death. If the laws of the state where this Will is administered do not provide for a presumption regarding whether or not a beneficiary survived me, then I shall be deemed to have survived such beneficiary, and any bequest to such beneficiary shall be disposed of accordingly.

(The remainder of this page is left intentionally blank.)

JOHN D. DOE, Testator

(Signature of Witness)

(Signature of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

Subscribed, sworn and acknowledged before me by JOHN D. DOE, the Testator, and
subscribed and sworn before me by _____ and
_____, Witnesses, on _____ 20__.

Notary Public

TANGIBLE PERSONAL PROPERTY LIST

To: Personal Representative of the ESTATE OF JOHN D. DOE

From: JOHN D. DOE

Re: Distribution of certain items of tangible personal property

As described in Article III of my Last Will, there are certain items of tangible personal property (items that can be moved, touched or felt such as family heirlooms, furniture, vehicles, household goods, collectibles, and jewelry) that have not been disposed of by my Last Will that I wish to leave to specific beneficiaries.

I make this written list to direct my Personal Representative to transfer, at the time of my death, the following items of tangible personal property to the beneficiaries designated below:

<u>Beneficiary</u>	<u>Item given</u>	<u>Description/Location of Item</u>

If any transfer made by this written list should fail, such failure shall not affect any other transfer which is valid. I may amend or revoke this list at any time.

Dated: _____

JOHN D. DOE



**MAMA
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LEGAL FORMS

**HEALTH CARE DIRECTIVE AND
DURABLE POWER OF ATTORNEY
FOR HEALTH CARE
FOR
JOHN D. DOE**

This Durable Power of Attorney is a legal document that authorizes a person you have chosen, known as your “Agent,” to manage your health care decisions if you become incapacitated.

**HEALTH CARE DIRECTIVE AND
DURABLE POWER OF ATTORNEY FOR
HEALTH CARE FOR JOHN D. DOE**

I, JOHN D. DOE, of Pierre, South Dakota execute this Health Care Directive and Durable Power of Attorney for Health Care to designate my attorney-in-fact ("Agent") to make my health care and medical treatment decisions if I become incapable of making such decisions for myself.

**ARTICLE I
APPOINTMENT OF AGENTS**

A. *My Agents.* I appoint JANE M. DOE to serve as my Agent. If JANE M. DOE is unable or unwilling to act as my Agent or becomes incapacitated, I appoint JOHN D. THOMAS as my Successor Agent. If, after the authority of my Successor Agent commences, my primary Agent becomes available, and willing to serve as Agent, the authority of the Successor Agent shall cease and the authority of the primary Agent shall commence.

If no Agent designated in this document is available or able to serve, I request that my desires regarding health care decisions as expressed in this document be given full force and effect as a written expression of my intent.

B. *Contact Information.* Contact information for my Agents:

JANE M. DOE: 12345 Main Street
Pierre, South Dakota 57501

JOHN D. THOMAS: 54321 Main Street
Pierre, South Dakota 57501

C. *Resignation of My Agent.* My Agent may resign by signing a written resignation and delivering it to me. If I am mentally incapacitated my Agent shall deliver such resignation to any person who is legally authorized to conduct my affairs, or to any person with whom I am residing or who has the care and custody of me.

D. *Liability of Agents.* My Agent and any Successor Agent designated in this document shall not incur any liability to me, my estate, my heirs, personal representatives, or trustees for acting or refraining from acting under the provisions of this document, except for acts of willful misconduct or gross negligence.

E. *Delegation of Agent's Authority.* My Agent, in his or her discretion, may delegate any power granted under this document to one or more persons or entities.

ARTICLE II EFFECTIVE DATE OF MY POWER OF ATTORNEY

A. *Commencement.* The powers granted to my Agent in this document shall commence when my attending physician determines that I am incapable of understanding and appreciating the nature and consequences of health care decisions or that I am incapable of communicating in any manner informed health care decisions. My Agent's powers shall continue throughout my incapacity. This Power of Attorney will terminate upon its revocation, as provided below, or upon my death.

B. *Revocation.* I may amend or revoke this power of attorney, and I may remove my Agent and any Successor Agent at any time. If I am incapacitated, this Power can be revoked only by a guardian appointed for me by a court of competent jurisdiction. I hereby revoke all prior Directives or Durable or General Powers of Attorney relating to my health or physical well-being that I may have executed prior to this date.

ARTICLE III MY AGENT'S POWERS OVER MY HEALTH CARE

I authorize my Agent, in his or her sole and absolute discretion, to exercise the following powers relating to my health and medical care:

A. *My Medical Records.* My Agent may request, receive and review any information, verbal or written, regarding my physical or mental health, including medical and hospital records. My Agent may execute any releases or other documents required to obtain such

information, and disclose such information to such persons or entities as my Agent may deem appropriate.

B. *Health Care Providers.* My Agent may employ and discharge any medical personnel or health care provider my Agent believes necessary for my well-being, or to carry out my wishes regarding health care.

C. *Consent to Medical Treatment.* My Agent may give or withhold consent to any medical procedure, test or treatment my Agent believes appropriate. My Agent may revoke, withdraw, modify or change consent to such procedures, tests and treatments, which I or my Agent may have previously allowed or consented to, or which may have been implied due to emergency conditions.

When making my health care decisions, my Agent shall act in my best interests considering:

1. the provisions of this power of attorney;
2. any reliable evidence of my preferences expressed on the subject, either before or after signing this power of attorney;
3. what my Agent believes I would want under the circumstances if I were able to express myself; considering my personal, philosophical, religious, and moral beliefs and ethical values; and
4. any information given to my Agent by the physicians treating me as to my medical diagnosis and prognosis, and the intrusiveness, pain, risks, and side effects associated with the treatment.

D. *Health Care Facilities.* I authorize my Agent to arrange for my medical care and move me from any health care facility or geographic location where my care may have commenced or be continuing to another health care facility or geographic location in order to carry out my wishes or intentions concerning medical care and life-sustaining procedures.

E. *Pain Relief.* My Agent may consent to and arrange for the administration of pain-relieving drugs of any kind, and surgical or medical procedures intended to relieve my pain, including unconventional drugs, therapies, or surgical or medical procedures of any kind which my Agent believes may be helpful.

F. *Releases.* My Agent may grant releases to health care providers who act in reliance on my Agent's instructions, or who render written opinions to my Agent, from all liability. My Agent may sign documents titled or purporting to be a "Refusal of Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers or releases from liability required by a hospital or physician.

G. *Physical Presence.* My Agent may be physically present with me at any time or hour, and during any medical procedure, examination or conference, if reasonably permissible.

ARTICLE IV ADVANCE HEALTH CARE DIRECTIVE

I direct that my Agent(s) comply with the following instructions regarding life-sustaining treatment and artificially administered nutrition and hydration:

A. I believe that my life is precious, and I wish to live and enjoy my life as long as possible. I do not want health care providers to act or fail to act in a way that will intentionally cause my death. However, I do not wish to receive medical treatment which will only postpone the moment of my death from a terminal condition or prolong a permanently unconscious state.

Therefore, if two (2) physicians (neither of whom is related to me and each of whom is lawfully qualified to practice medicine and familiar with my condition) have diagnosed and noted in my medical records that I am no longer able to make decisions regarding my medical treatment, and my condition is "terminal," which means that I have an incurable and irreversible condition such that, in accordance with accepted medical standards, death is imminent if life-sustaining treatment is not administered, or a coma or other condition of permanent unconsciousness that, in accordance with accepted medical standards, will last indefinitely without significant improvement and in which the individual is unable to communicate verbally or nonverbally, demonstrates no purposeful movement or motor ability, and is unable to interact purposefully with environmental stimulation;

then my Agent shall be authorized, but not required, to exercise the following powers (please cross out any item that you do not agree with):

- I authorize my Agent to direct that treatments or procedures which will postpone the moment of my death or prolong a permanently unconscious state be withheld or, if previously started, direct that they be withdrawn;

- I authorize my Agent to direct that all forms of artificial nutrition and hydration, intravenous and parenteral feeding, and all forms of tube feeding, other than normal eating and drinking by mouth, used to provide me with nourishment and hydration be withheld or, if previously started, direct that they be withdrawn;
- I authorize my Agent to sign any documents necessary to carry out the powers granted to my Agent, including waivers or releases of liability required by any health care provider;
- I authorize my Agent to direct and consent to the writing of a "No Code" or "Do Not Resuscitate" order by any health care provider; and
- I authorize my Agent to order whatever is appropriate to keep me as comfortable and free of pain as is reasonably possible, including drugs and surgical or medical procedures intended to relieve pain, including unconventional pain relief therapies which my Agent believes may be helpful, even though such drugs or procedures may have adverse side effects or cause addiction.
- Below I have listed any additions or limitations to my Agent's powers:

B. I fully understand and appreciate the consequences of this Directive and intend it to be valid and binding regardless of the amount of time which has elapsed since it was signed. I believe that I have the absolute moral and legal right to make this Directive with the expectation that my wishes expressed herein shall be followed.

ARTICLE V
RELIANCE UPON MY POWER OF ATTORNEY BY THIRD PARTIES

To induce individuals, organizations, or entities (referred in this Article as a "person") to act in accordance with my Agent's instructions as authorized in this document, I hereby represent, warrant and agree that:

A. *Reliance on My Agent's Authority.* Any person who relies in good faith upon the authority of my Agent under this document shall not incur any liability to me, my estate, my heirs, personal representatives or trustees. Any person who relies in good faith upon any oral or written representations my Agent may make as to (1) the fact that this document and my Agent's power are then in effect, (2) the extent of my Agent's authority granted under this document, (3) my competency at the time this document is executed, (4) the fact that this document has not been revoked, or (5) the fact that I am alive and my Agent continues to serve as my Agent, shall not incur any liability to me, my estate, my heirs, personal representatives or trustees for permitting my Agent to exercise any such authority.

B. *No Liability for Unknown Revocation.* If I revoke or amend this power of attorney, then I, my estate, my heirs, personal representatives or trustees will hold any person harmless from any loss suffered or liability incurred as a result of such person acting in good faith upon my Agent's instructions prior to receiving actual notice of the revocation or amendment.

C. *My Agent May Act Alone.* My Agent's powers, granted by this document, may be exercised by my Agent alone, and my Agent's signature or act under such authority may be accepted by persons as fully authorized by me, and with the same effect as if I were personally present, competent, and acting on my own behalf. My Agent's signature or act shall inure to the benefit of and bind me, my estate, my heirs, trustees and personal representatives.

D. *Release of Information.* I authorize all health care providers who have treated me, to release to my Agent all information or photocopies of any records which my Agent may request. If I am incapacitated at the time of such request, all persons are authorized to treat any such request for information by my Agent as the request of my legal representative and to honor such requests on that basis. I hereby waive all privileges applicable to such information and records, and to any communication pertaining to me and made in the course of any confidential relationship recognized by law.

E. *Enforcement of My Power of Attorney.* My Agent may seek on my behalf:

1. A declaratory judgment from any court of competent jurisdiction interpreting the validity of this document or any of the acts authorized by this document; or
2. A mandatory injunction requiring compliance with my Agent's instructions by any person obligated to comply with such instructions; or
3. Actual and punitive damages against any person obligated to comply with my Agent's instructions who negligently or willfully fails or refuses to follow such instructions.

ARTICLE VI ADMINISTRATIVE PROVISIONS

The following additional provisions shall apply to this document:

A. *Nomination of Guardian.* In the event that a court appointed guardian is to be appointed for me, then to the extent permitted by law, I nominate my Agent to serve as my guardian. If my Agent is unwilling or unable to serve or to continue to serve as guardian, then I nominate my Successor Agent to serve as my guardian.

B. *Photocopies.* My Agent may make as many photocopies of this document as my Agent deems appropriate. All photocopies or electronically transmitted copies shall have the same force and effect as any original. I direct my Agent to have a photocopy of this document placed in my medical records.

C. *Cooperation Among Agents.* I direct that any Agent that I have appointed to make financial decisions for me shall cooperate in making the necessary funds available so that my Agent can adequately carry out the duties and responsibilities set forth in this document.

D. *Compensation.* My Agent shall be entitled to reasonable compensation for services performed under this document and shall be reimbursed for all reasonable expenses paid by my Agent.

E. *Severability.* The invalidity or unenforceability of any provision of this document shall not affect any other provisions. This document shall be construed in all respects as

if any such invalid or unenforceable provisions were either omitted, or if practicable, modified and restated to the least extent necessary to comply with the statutory requirements of the applicable jurisdiction.

F. *Governing Law.* The laws of the State of South Dakota shall govern this document in all respects, including its validity, construction, interpretation and termination. Nevertheless, to the extent permitted by law, I intend that this document be given full force and effect in any state or country in which I may be physically located during an incapacity.

ARTICLE VII ORGAN DONATION

In hopes that I may help others, I authorize and encourage my Agent to consent to any anatomical gift of needed organs and tissues, which are medically acceptable, to take effect upon my death.



**MAMA
BEAR**
LEGAL FORMS

**HIPAA RELEASE
OF
JOHN D. DOE**

**AUTHORIZATION FOR RELEASE OF
PROTECTED HEALTH INFORMATION OF
JOHN D. DOE**

A. *Authorized Recipients.* I, JOHN D. DOE, authorize JANE M. DOE and JOHN D. THOMAS to request, receive and review any information, verbal or written, regarding my physical or mental health, including medical and hospital records, execute any releases or other documents required to obtain such information, and disclose such information to such persons or entities as he or she may deem appropriate.

B. *Grant of Authority.* Regardless of my capacity or ability to make my own health care decisions, I authorize and request any physician, health care professional, health care provider, and medical care facility to provide to such person(s), information relating to my physical and mental condition and the diagnosis, prognosis, care, and treatment thereof upon his or her request.

In addition to my inherent legal right to grant this authority, it is my intent by this authorization for such person(s) to be considered a personal representative under privacy regulations related to protected health information and for such person(s) to be entitled to all health information in the same manner as if I personally were making the request.

This authorization and request shall also be considered a consent to the release of such information under current laws, rules, and regulations as well as under future laws, rules, and regulations and amendments to such laws, rules, and regulations to include but not be limited to the express grant of authority to personal representatives as provided by Regulation Section 164.502(g) of Title 45 of the Code of Federal Regulations and the medical information privacy law and regulations generally referred to as HIPAA.

C. *Termination.* The authority granted in this paragraph shall commence immediately and shall not terminate until the earlier of my death or my express revocation of this authority being provided in writing to whomever may be relying upon the authority granted by this paragraph.

D. *Re-disclosure of Information.* I understand when information is used or disclosed pursuant to this authorization it may be subject to re-disclosure and may no longer be protected by privacy rules.

Dated: _____, 20____

JOHN D. DOE

State of South Dakota)
) ss.
County of Hughes County)

The foregoing HIPAA Release was signed and acknowledged before me by JOHN D. DOE on _____, 20____.

Witness my hand and notarial seal the day and year last above written.

Notary Public



**MAMA
BEAR**
LEGAL FORMS

**DURABLE POWER OF ATTORNEY
FOR FINANCIAL DECISIONS
OF
JOHN D. DOE**

This Durable Power of Attorney is a legal document that authorizes a person you have chosen, known as your “Agent,” to manage your financial decisions if you become incapacitated.

**DURABLE POWER OF ATTORNEY
FOR FINANCIAL DECISIONS
OF JOHN D. DOE**

I, JOHN D. DOE, of Pierre, South Dakota execute this Durable Power of Attorney to designate my attorney-in-fact ("Agent") to make my financial decisions in accordance with the provisions of this document.

**ARTICLE I
DESIGNATION OF AGENT**

A. *My Agents.* I appoint JANE M. DOE to serve as my Agent. If JANE M. DOE is unable or unwilling to act as my Agent or becomes incapacitated, I appoint JOHN D. THOMAS as my Successor Agent. My Successor Agent shall exercise all the powers and authority conferred on the primary Agent. If, after the authority of my Successor Agent commences, my primary Agent becomes available, and willing to serve as Agent, the authority of the Successor Agent shall cease, and the authority of the primary Agent shall commence.

B. *Contact Information.* Contact information for my Agents:

JANE M. DOE:	12345 Main Street Pierre, South Dakota 57501
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JOHN D. THOMAS:	54321 Main Street Pierre, South Dakota 57501
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C. *Resignation of My Agent.* My Agent may resign by signing a written resignation and delivering it to me or, if I am incapacitated, by delivery to any person who is legally authorized to conduct my affairs and, if no such person exists, then to any person with whom I am residing or who has the care and custody of me.

D. *Liability of Agents.* My Agent and any Successor Agent designated in this document shall not incur any liability to me, my estate, my heirs, personal representatives, or trustees for any action taken or not taken in good faith, but shall be liable for any willful misconduct or gross negligence.

My Successor Agent shall not be liable or responsible in any way for any acts or defaults of my primary Agent, or for losses or expenses resulting from anything done or neglected to be done by my primary Agent. My Successor Agent shall be liable only for the acts or defaults of my Successor Agent in respect to property actually dealt with by my Successor Agent. In order to act as Agent, my Successor Agent may execute and deliver an affidavit that my primary Agent is unwilling or unable to serve or to continue to serve, and such affidavit shall be conclusive evidence, insofar as third parties are concerned, of the facts set forth therein and, in such event, any person acting in reliance upon such affidavit shall incur no liability to my estate.

E. *Delegation of Agent's Authority.* My Agent, in his or her discretion, may delegate any power granted under this document to one or more persons or entities.

ARTICLE II

EFFECTIVE DATE OF MY POWER OF ATTORNEY

A. *Effective Date.* This Durable Power of Attorney shall take effect when executed by me and shall continue during any period while I am disabled or incapacitated. The authority granted to my Agent shall not be affected by lapse in time nor my subsequent disability or incapacity.

My Agent's authority shall continue after my death, until my Agent receives actual knowledge of the fact that I have died. Any action taken in good faith by my Agent during any period while it is uncertain if I am alive, before my Agent receives actual knowledge of my death, or taken during any period while I am disabled or incapacitated, shall be as valid as if I were alive, competent, and not disabled. This Power may be accepted and relied upon by anyone to whom it is presented until such person either (1) receives written notice of revocation by me or a conservator of my estate, or (2) has actual knowledge of my death.

B. *Revocation.* I may amend or revoke this document, and I may remove my Agent and any Successor Agent at any time by signing a written document of revocation, amendment, or removal and delivering it to my Agent and to all Successor Agents. If I am incapacitated this Power of Attorney can be revoked only by the conservator of my estate as appointed by a court of competent jurisdiction. I hereby revoke all prior Durable or General Powers of Attorney relating to management of my financial decisions that I may have executed prior to this date.

ARTICLE III MY AGENT'S POWERS OVER MY FINANCES

I authorize my Agent, in my Agent's discretion, with respect to all of my property of any kind, to manage my financial affairs, sign documents and generally act for me in all matters affecting any property in which I may have an interest, to the same extent as though I were acting for myself, including but not limited to the following:

I grant my Agent and any Successor Agent, with respect to each subject listed below, the authority to do all acts that I could do to:

- Contract with another person, on terms agreeable to the Agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the principal;
- Execute, acknowledge, seal, deliver, file, or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction;
- Seek on my behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney;
- Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim;
- Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;

- Prepare, execute, and file a record, report, or other document to safeguard or promote my interest under a statute or regulation and communicate with representatives or employees of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal; and
- Do lawful acts with respect to the subjects and all property related to the following subjects:

A. *Real Property.* I authorize my Agent to: demand, buy, sell, convey, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property; pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal, including a reverse mortgage; release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property that exists or is asserted; and manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including: (1) insuring against liability or casualty or other loss; (2) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise; (3) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and (4) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property.

B. *Stocks and Bonds.* I authorize my Agent to: buy, sell, and exchange stocks and bonds; establish, continue, modify, or terminate an account with respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal; receive certificates and other evidences of ownership with respect to stocks and bonds; exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

C. *Banks and other Financial Institutions.* I authorize my Agent to: continue, modify, transact all business in connection with, and terminate an account or other banking arrangement made by or on behalf of the principal; establish, modify, transact all business in connection with, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the Agent; contract for services available from a financial institution, including renting a safe deposit box or space in a vault; deposit by check, money order, electronic funds transfer, or otherwise with, or leave in the

custody of, a financial institution money or property of the principal; withdraw, by check, money order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution; receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them; enter a safe deposit box or vault and withdraw or add to the contents; borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal; make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions; and apply for, receive, and use credit cards and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution.

D. *Insurance and Annuities.* I authorize my Agent to: continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal that insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract; procure new, different, and additional contracts of insurance and annuities for the principal and select the amount, type of insurance or annuity, and mode of payment; pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent; apply for and receive a loan secured by a contract of insurance or annuity; surrender and receive the cash surrender value on a contract of insurance or annuity; exercise an election; exercise investment powers available under a contract of insurance or annuity; change the manner of paying premiums on a contract of insurance or annuity; change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section; apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal; collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity; select the form and timing of the payment of proceeds from a contract of insurance or annuity; pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or the proceeds or liability from the contract of insurance or annuity accruing by reason of the tax or assessment.

E. *Claims and Litigation.* I authorize my Agent to: assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value,

recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief; act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee that affects an interest of the principal in property or other thing of value; pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation; and receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

F. *Benefits from Governmental Programs or Civil or Military Service.* I authorize my Agent to: execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal; enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program; prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute or regulation; initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning a benefit or assistance the principal may be entitled to receive under a statute or regulation; and receive the financial proceeds of a claim described above and conserve, invest, disburse, or use for a lawful purpose anything so received. Represent me in regard to any government agency, including but not limited to Internal Revenue Service, Social Security Administration, Medicare and Medicaid, Department of Social Services, and Farm Service Agency.

G. *Retirement Plans.* Including a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code: (1) an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. § 408A; (3) a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. § 408(q); (4) an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. § 403(b); (5) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a); (6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b); and (7) a nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. § 409A – I authorize my Agent to: select the form and timing of payments under a retirement plan and withdraw benefits from a plan; make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another; establish a retirement plan in the principal's name; make contributions

to a retirement plan; exercise investment powers available under a retirement plan; borrow from, sell assets to, or purchase assets from a retirement plan.

H. *Taxes.* I authorize my Agent to: prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, federal insurance contributions act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032(A), 26 U.S.C. § 2032(A), closing agreements, and other powers of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and the following 25 tax years; pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; exercise elections available to the principal under federal, state, local, or foreign tax law; and act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

I. *Digital Assets.* I authorize my Agent to access, manage and take any action concerning my digital assets, digital devices, or digital accounts that my Agent deems appropriate. I lawfully consent to and authorize any service provider to disclose to my Agent the contents of any communication or record under The Stored Communications Act (currently 18 U.S.C. §§ 2701 et seq.), the Computer Fraud and Abuse Act (currently 18 U.S.C. § 1030), and any other state or federal law relating to digital assets, data privacy, or computer fraud. My Agent shall be an authorized user for purposes of applicable computer-fraud and unauthorized-computer-access laws.

J. *Revocable Trust.* Transfer any and all of my tangible or intangible personal property, or real property, to the Trustee of a revocable trust created by me as Settlor.

ARTICLE IV EXCLUDED POWERS

My Agent shall not change the beneficiary of any policy or policies of life insurance, or retirement, profit sharing plan or employee benefit of which I am the insured, employee-beneficiary or owner. My Agent shall not exercise any general power of appointment or power to amend, revoke, alter, or terminate granted or reserved to me pursuant to any trust agreement.

My Agent shall not, except as otherwise authorized in this document, (1) appoint, assign or designate any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate; (2) disclaim assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass directly or indirectly to my Agent or my Agent's estate; or (3) use my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others.

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

My Agent shall otherwise be authorized in general to do all other acts, deeds, and matters whatsoever, in or about my estate, property and affairs. My Agent may concur with persons jointly interested with myself therein in doing all acts, deeds, and matters herein, either particularly or generally described, as fully and effectually as I could do myself if present. I intend to otherwise grant to my Agent a general power to act for me and in my behalf, and not a limited or special power, limited to the specific acts herein described.

ARTICLE V ADMINISTRATIVE PROVISIONS

A. *Compensation.* My Agent shall be entitled to reasonable compensation for services performed hereunder and shall receive reimbursement for all reasonable expenses paid by my Agent.

B. *Severability.* The invalidity or unenforceability of any particular provision under this document shall not affect the other provisions. This document shall be construed in all respects as if any such invalid or unenforceable provisions were either omitted, or if practicable, modified and restated to the least extent necessary to comply with the statutory requirements of the applicable jurisdiction.

C. *Photocopies.* My Agent may make as many photocopies of this document as my Agent deems appropriate. All photocopies or electronically transmitted copies shall have the same force and effect as any original.

D. *Conservator.* In the event that a court appointed conservator is to be appointed for me, my Agent may nominate or petition for the appointment of my Agent, or any person

E. Reliance by Third Parties. No person who acts in accordance with this Power of Attorney, in reliance upon any representations my Agent may make as to (1) the fact that my Agent's powers are then in effect; (2) the scope of my Agent's authority granted under this document; (3) my competency at the time this document is executed; (4) the fact that this document has not been revoked; or (5) the fact that my Agent continues to serve as my Agent, shall incur any liability to me, my estate, my heirs, or legal representatives for permitting my Agent to exercise any such authority, nor shall any person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

I have signed this Durable Power of Attorney on _____, 20____
which shall be the effective date of this Power.

State of South Dakota)
) ss.
County of Hughes County)

Notary Public