

TEMPORARY GUARDIANSHIP

This Temporary Guardianship Agreement and Power of Attorney for Care of Minor Child (hereinafter referred to as the Agreement) is made and entered into on the ____ day of _____, 20____, by and between the Parent(s) or Legal Guardian(s) identified below and the Temporary Guardian(s) identified below.

1. IDENTIFICATION OF PARTIES

Parent/Legal Guardian 1 Name: _____

Address: _____

Phone Number: _____

Parent/Legal Guardian 2 Name (if applicable): _____

Address: _____

Phone Number: _____

Hereinafter referred to collectively as the Parent.

Temporary Guardian Name(s): _____

Address: _____

Phone Number: _____

Relationship to Minor(s): _____

Hereinafter referred to as the Temporary Guardian.

2. IDENTIFICATION OF MINOR CHILD(REN)

The Parent hereby grants temporary guardianship and power of attorney to the Temporary Guardian for the following minor child(ren):

Child 1 Name: _____

Date of Birth: _____ day of _____, 20____

Child 2 Name: _____

Date of Birth: _____ day of _____, 20____

Child 3 Name: _____

Date of Birth: _____ day of _____, 20____

3. GRANT OF AUTHORITY

The Parent hereby voluntarily grants to the Temporary Guardian the power and authority to make decisions and provide care for the Minor Child(ren) regarding the following matters. This grant of authority is intended to be as broad as permitted by law for a temporary delegation of parental powers.

A. Medical and Dental Care: The Temporary Guardian is authorized to consent to any x-ray examination, anesthetic, medical, or surgical diagnosis or treatment, and hospital care to be rendered to the Minor Child(ren) under the general or special supervision and upon the advice of a physician and surgeon licensed under the laws of the state where the services are rendered. This includes dental care and mental health treatment.

B. HIPAA Authorization: The Temporary Guardian is hereby designated as the Personal Representative of the Minor Child(ren) for purposes of the Health Insurance Portability and

Accountability Act (HIPAA). The Temporary Guardian shall have full access to the Minor Child(ren)'s medical records and health information.

C. Education: The Temporary Guardian is authorized to enroll the Minor Child(ren) in school, access academic records, attend school conferences, grant permission for school activities and field trips, and make educational decisions in the best interest of the Minor Child(ren).

D. Travel: The Temporary Guardian is authorized to travel with the Minor Child(ren) within the United States and internationally, and to make all necessary arrangements for such travel.

E. General Care: The Temporary Guardian is authorized to perform any and all acts necessary for the day-to-day care, custody, and control of the Minor Child(ren), including but not limited to providing food, shelter, clothing, and recreation.

4. DURATION OF AGREEMENT

This Agreement shall become effective on the ____ day of _____, 20____.

This Agreement shall remain in full force and effect until the ____ day of _____, 20____, unless earlier revoked by the Parent in writing.

If no end date is specified above, this Agreement shall remain in effect for a period of six (6) months from the effective date, or the maximum duration allowed by state law for non-judicial temporary guardianship, whichever is shorter.

5. REVOCATION

The Parent reserves the right to revoke this Agreement and the authority granted herein at any time and for any reason. Revocation must be communicated to the Temporary Guardian in writing. Upon receipt of such revocation, the Temporary Guardian shall immediately return the

Minor Child(ren) to the custody of the Parent.

6. NO RELINQUISHMENT OF PARENTAL RIGHTS

This Agreement is a temporary delegation of authority and does not constitute a permanent relinquishment of parental rights. The Parent retains full legal custody and guardianship rights over the Minor Child(ren) and may resume such rights at any time.

7. EMERGENCY CONTACT INFORMATION

In case of emergency, the Temporary Guardian should attempt to contact the Parent at the phone numbers listed in Section 1. If the Parent cannot be reached, the Temporary Guardian should contact:

Alternate Contact Name: _____

Relationship: _____

Phone Number: _____

8. INSURANCE INFORMATION

Health Insurance Provider: _____

Policy Number: _____

Group Number: _____

Primary Physician: _____

Physician Phone: _____

9. INDEMNIFICATION

The Parent agrees to indemnify and hold harmless the Temporary Guardian from any claims, demands, or liability arising out of the Temporary Guardian's reasonable good faith performance

of duties under this Agreement, provided such actions do not constitute gross negligence or willful misconduct.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ .

11. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the temporary guardianship of the Minor Child(ren) and supersedes all prior agreements or understandings, whether written or oral.

SIGNATURES

PARENT / LEGAL GUARDIAN 1

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

PARENT / LEGAL GUARDIAN 2 (Optional)

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

ACCEPTANCE BY TEMPORARY GUARDIAN

I hereby accept the temporary guardianship of the Minor Child(ren) listed above and agree to care for them and act in their best interests in accordance with this Agreement.

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

WITNESSES

We, the undersigned witnesses, certify that the Parent(s) signed this instrument in our presence and appeared to be of sound mind and under no duress or undue influence.

Witness 1 Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Address: _____

Witness 2 Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Address: _____

NOTARY ACKNOWLEDGMENT

State of _____

County of _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public,
personally appeared _____ (Parent 1 Name) and
_____ (Parent 2 Name, if applicable), known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

Date: ____ day of _____, 20____

Print Name: _____

(Seal)

My Commission Expires: ____ day of _____, 20____