

Oregon Brain Preservation
3265 Marietta St SE
Salem, OR 97317

Brain Preservation Agreement, Pet

This agreement is between _____ (the "Owner") and Oregon Brain Preservation (OBP), an Oregon nonprofit corporation.

The Owner represents that he/she is the legal Owner of _____ (the "Pet"). The Owner desires to have the brain of the Pet preserved by OBP.

The parties hereby agree that OBP shall preserve the brain of the Pet, and that the Owner will make payment for this service as described in this Agreement. The parties agree to perform other tasks as may be required in connection with the preservation in accordance with the terms and conditions set forth below.

I. Duties of OBP

- A. OBP shall use its best efforts to preserve the Pet's brain, to the extent possible with the funding provided by the Owner, using such methods as OBP determines in its good faith judgement are most likely to result in the highest quality of preservation.
- B. The only tissue that shall be preserved shall be the brain and possibly supporting tissues, such as the skull and soft tissues of the head. All remaining tissue shall be either disposed of as biological waste or the Owner may request cremation and return of the cremated remains at his/her expense.
- C. OBP shall not be responsible for performing procedures on the Pet except at the facility of OBP in Salem, Oregon (or such other location at which OBP possesses facilities and equipment suitable for its procedures). The responsibility for transporting the Pet's body to Salem, Oregon or such other location, as indicated by OBP, shall rest with the Owner and not with OBP. OBP may, at its sole discretion, aid in such transportation, upon payment of a reasonable fee requested by OBP for this assistance.
- D. OBP shall not be responsible for any problems arising by reason of any federal, state, or local statutes, regulations, ordinances, or governmental or judicial directives.
- E. OBP shall not be responsible for any failure to preserve the Pet resulting in whole or in part from the Owner's breach of any of his/her duties under this Agreement.
- F. Any failure by OBP to perform its obligations hereunder, which failure results in whole or in part from the occurrence of a contingency beyond the reasonable control of OBP, and which contingency makes performance hereunder by OBP impractical (such contingencies to include, without limitation, fire, strike, terrorist action, act of nature, unanticipated disaster, or shortage of materials) is excused, and OBP shall be without liability therefor.
- G. OBP will not publicly release the name of the Owner unless the Owner has given his/her permission in a separate signed agreement. Case reports are written after each preservation and are released publicly.

- 1) (default) Reports regarding the preservation may include the first name of the pet as well as all biographical and medical details.

If more limited disclosure is requested, check one of these:

2) _____ Reports regarding the preservation may not include the name of the pet, but they may include all other biographical and medical details.

3) _____ Other instructions _____

In all cases, the Owner understands that brain preservation generates extreme public scrutiny and that information about the Pet may leak to the public from a number of sources. In no case shall OBP be liable for any public disclosure of information.

H. The obligations of OBP shall otherwise be limited as indicated in other sections of this Agreement.

I. All decisions to be made by OBP under this Agreement shall be made by OBP in its sole judgement, and OBP shall not be liable for the consequences of any such decisions made in good faith, whether or not negligent.

II. Payment

A. The Owner shall pay to OBP a Preservation Fee in consideration of the efforts of OBP to preserve the Pet's brain. The fees are posted on the website and may change from time to time.

B. OBP may increase the Preservation Fee and any figures for liquidated damages referred to herein, to reflect any actual or probable increases in the cost of preservation, whenever OBP in its sole good faith judgement determines that such an increase is necessary. Such increase will be posted on the company website.

D. This Agreement is not, and shall bear none of the incidents of, a trust. Neither the Owner nor any of his/her heirs, successors, assigns, estate, or agents shall possess any equitable interest in the Preservation Fee after the payment thereof to OBP, or in any of the proceeds of OBP's investment thereof, and OBP shall owe no fiduciary duty to the Owner or to his/her heirs, successors, assigns, estate, or agents, in respect of this Agreement.

E. The parties agree that the Owner may make payments to OBP, to be applied to the Pet's Preservation Fee, in advance of the Pet's legal death. To the extent that part of the Preservation Fee has been paid in advance, the Owner shall be deemed to have complied with the requirements of payment. If the Owner terminates this Agreement, the payments made by the Owner in respect of the Preservation Fee shall be refunded to the Owner, less an amount equal to the sums expended by OBP in reliance on this Agreement.

F. The Owner's full and complete performance of his/her duties under this section shall be a condition precedent to OBP's performance of its duties under this Agreement.

III. Duties of the Owner

A. The Owner shall execute any further documents as may assist preservation.

B. The owner shall work with his/her veterinarian to arrange prompt shipping to OBP.

C. If and when the Owner or successor wants to retrieve and take possession of the Pet's brain for any purpose, it will be without refund and at the expense of the Owner or successor who is specified in a separate agreement.

Any failure by the The Owner to perform these duties shall relieve OBP of its duty to preserve the Pet.

IV. Contingencies

A. If at any time the funds possessed by OBP do not permit continued preservation, OBP shall pursue alternative methods of preservation using its best judgement. Alternative methods may include, but are not limited to, removal of tissue, storage at higher temperatures, chemical preservation, or transfer to an alternate organization. At such time that OBP determines in its best good faith judgement that the Pet's continued preservation is certainly futile, by reason of lack of funds or otherwise, the Pet's preservation shall cease, and the Pet's remains shall be disposed of by burial or cremation. OBP shall not be liable for such termination of the Pets preservation, provided that OBP shall have performed its obligations under this Agreement.

B. If, in the best good faith judgement of OBP, the preservation of the Pet is impractical because of legal problems, transportation problems, or otherwise, OBP may pursue any alternative method of preservation, may fail to commence preservation, or may cease preservation. The Pet's body may be disposed of by burial or cremation, and OBP shall not be liable therefor.

C. If OBP does not preserve the Pet, OBP shall be entitled only to compensation for costs incurred. The remaining portion to which OBP is not entitled shall be returned to the Owner.

V. Warranties

OBP does not expressly warrant the quality of its efforts under this Agreement, and disclaims and excludes all warranties, express or implied, including all warranties of merchantability or fitness, except that OBP promises to use its best efforts to perform its obligations under this Agreement, as limited by the terms hereof. The warranties excluded and disclaimed hereunder include, by way of example and not limitation, the following:

A. OBP does not warrant that the Pet's preservation shall be successful; in particular, OBP does not warrant or represent that the Pet can or shall ever be revived or rehabilitated, that the cause of the Pet's death can be reversed, that future social institutions will permit the Pet's revival, or that the methods used to preserve the Pet will or can be successful. All of these prospects are completely uncertain, and OBP and the Owner have entered into this Agreement with full knowledge of this uncertainty.

B. Because of the difficulty in evaluating methods of preservation and storage, OBP does not warrant that the method of preservation used with regard to the Pet shall be the most advanced or the most effective method available. OBP shall not be obligated to use any particular method of preservation, notwithstanding the judgements of any practitioners or commentators as to the superiority of any particular method.

C. OBP does not warrant that it shall treat the Pet with the aid of the most advanced equipment or the most highly trained personnel, but OBP shall use the best personnel and equipment whose use is economically practical and which are reasonably available to OBP under the circumstances, as determined in OBP's best good faith judgement.

D. OBP does not warrant that the Pet's preservation is legally valid or will be unimpeded by legal process.

E. OBP does not warrant or represent that the amount of the Preservation Fee shall be adequate to pay for the Pet's ongoing storage. The Owner acknowledges that the cost of ongoing storage remains unknown, and the calculation of the Preservation Fee represents only the best estimate by OBP of the probable cost of storage.

F. OBP does not warrant that its investment of the Preservation Fee will be sufficient to permit a return on investment equal to the amount of the Pet's maintenance expenses, or that the investment shall otherwise be adequate. The personnel of OBP are not financial experts, and OBP shall not be liable for any good faith errors in business judgment in making such investments, whether negligent or otherwise.

VI. Representations of the Owner

The Owner represents that he/she:

A. Understands that preservation is an unknown, untested process, and that no vertebrate has ever been successfully preserved and revived. The success of preservation depends on future advances in science and technology and the probability of success is completely unknown.

B. Understands the following scientific issues:

1. Preservation of neural tissue has been performed in a lab setting which shows excellent preservation, but this does not always translate to good preservation in clinical settings.
2. There are damaging delays immediately after death due to logistical issues and the time it takes to cool the tissues.
3. There is damage during any transportation, during surgical prep, and during the procedure itself.
4. Protective chemicals are frequently prevented from reaching the tissue in a timely manner. So, instead of the intended preservation, the result can be necrosis or ice crystal formation, and obliteration of structural information.
5. Preservation must be completed quickly. This rarely happens except in the very best local cases in Salem with full equipment and many skilled personnel. In most cases, there will be areas of poor preservation.
6. In any remote case, due to the long transport times involved, preservation will be very low quality and will probably not preserve any memories. The chance of successful revival in these situations, however far in the future, may be very low.
7. OBP will accept cases with poor prognosis as long as the Owner understands the above issues.

C. Understands that OBP is a nonprofit corporation with limited resources.

D. Has carefully read and understands the disclaimers of warranty contained in this Agreement.

E. Has carefully read and understands this Agreement, and has had an opportunity to consult with an attorney regarding the same.

F. Notwithstanding the foregoing, consents to the performance by OBP of the Pet's preservation pursuant to this Agreement, and the performance by OBP of its obligations under this Agreement, including its obligation to store the Pet according to OBP's sole judgement and in accordance with the terms of this Agreement.

VII. Release

The Owner agrees to release OBP and its officers, directors, employees, servants, delegees, and assigns from all liability, loss, claims, expenses, or damage (collectively referred to herein as "losses") resulting from, alleged to result from, or related to the execution or performance of this Agreement or any failures by OBP to perform any of its duties hereunder for any reason whatsoever (except that the provisions of the Remedies section below govern the liability of OBP for damages to the Owner for breach of this Agreement), provided that OBP shall use its best efforts to perform its obligations hereunder.

VIII. Remedies

B. Upon OBP's breach of this Agreement, since any damages resulting therefrom are uncertain and speculative (because of the uncertainty of preservation), and subject to the limitations of liability contained in this agreement, the Owner agrees that his/her recovery from OBP shall not exceed the Preservation Fee already paid to OBP, less the sum expended by OBP in the performance of the Agreement. Notwithstanding the foregoing OBP shall not be liable to pay any damages under any circumstances whatsoever where such payment will or may endanger the adequacy of the continuing preservation of other patients of OBP.

IX. Assignment

OBP may assign and/or delegate part or all of its rights and duties under the Agreement, but only if, after such assignment and/or delegation, OBP has substantial assurance that any delegee shall fully perform its obligations under this Agreement. OBP shall not be liable for the delegee's failures to perform its obligations to the Owner.

X. Miscellaneous

A. Invalidity of any section of this Agreement shall void only that section, not the entire Agreement.

B. This agreement states the entire agreement of the parties hereto and is intended to be the final, complete, and exclusive statement of the terms thereof.

C. This Agreement is reasonably related to the state of Oregon, and the rights and obligations of the parties hereunder, and all performance hereunder, shall be governed by and construed in accordance with the laws of the State of Oregon. Any action brought relating to this Agreement shall be brought in a state court in Marion County or a federal court of appropriate jurisdiction located in the State of Oregon.

D. Any modification or waiver of this agreement must be made in writing and signed by both parties.

E. This Agreement shall bind the parties hereto and their agents, successors, and assigns, including the Owner's estate and the executor thereof.

F. The headings in this Agreement are for purposes of reference only, and shall not limit or otherwise affect the meaning of this Agreement.

G. Whenever the singular number shall appear here, the same shall include the plural, and the neuter, masculine, and feminine forms shall include each other.

H. This Agreement is executed in counterparts, each of which shall be deemed an original, and all of such counterparts, taken together, shall be deemed an agreement.

I. Any notices required by the terms of this Agreement shall be made to the parties hereto at the following addresses (or such other address as a party shall later indicate):

To OBP:
Oregon Brain Preservation
3265 Marietta St SE
Salem, OR 97317

To the Owner:

XII. Signatures

Signature of Owner: _____

Date: _____

Signature of Jordan Sparks,
Executive Director of OBP: _____

Date _____