Sparks Brain Preservation
3265 Marietta St. SE Salem, OR 97317 | Phone: (503) 585-2781 | Email: hello@sparksbrain.org

	Brain Preservation Agreement, Pet	
	agreement is between (the "Owner") and Sparks	Brain
Preser	ervation (SBP), an Oregon nonprofit corporation.	
	Owner represents that he/she is the legal Owner of	(the
payme	parties hereby agree that SBP shall preserve the brain of the Pet, and that the Owner will tent for this service as described in this Agreement. The parties agree to perform other to be required in connection with the preservation in accordance with the terms and condition.	isks as
I. Duti	ties of SBP	
pro	. SBP shall use its best efforts to preserve the Pet's brain, to the extent possible with the rovided by the Owner, using such methods as SBP determines in its good faith judgementally to result in the highest quality of preservation.	
the	. The only tissue that shall be preserved shall be the brain and possibly supporting tissue skull and soft tissues of the head. All remaining tissue shall be either disposed of as be aste or the Owner may request cremation and return of the cremated remains at his/her	ological
Sa its loc dis	. SBP shall not be responsible for performing procedures on the Pet except at the facility alem, Oregon (or such other location at which SBP possesses facilities and equipment so procedures). The responsibility for transporting the Pet's body to Salem, Oregon or such cation, as indicated by SBP, shall rest with the Owner and not with SBP. SBP may, at its excretion, aid in such transportation, upon payment of a reasonable fee requested by SBF ssistance.	uitable for n other s sole
	. SBP shall not be responsible for any problems arising by reason of any federal, state, catutes, regulations, ordinances, or governmental or judicial directives.	or local
	. SBP shall not be responsible for any failure to preserve the Pet resulting in whole or in se Owner's breach of any of his/her duties under this Agreement.	part from
fro ma fire	. Any failure by SBP to perform its obligations hereunder, which failure results in whole of the occurrence of a contingency beyond the reasonable control of SBP, and which contakes performance hereunder by SBP impractical (such contingencies to include, without re, strike, terrorist action, act of nature, unanticipated disaster, or shortage of materials) is not SBP shall be without liability therefor.	ntingency limitation,
pei	<ol> <li>SBP will not publicly release the name of the Owner unless the Owner has given his/he ermission in a separate signed agreement. Case reports are written after each preservateleased publicly.</li> </ol>	
	1) (default) Reports regarding the preservation may include the first name of the pet a all biographical and medical details.	s well as
	If more limited disclosure is requested, check one of these:	
	2) Reports regarding the preservation may not include the name of the pet, be include all other biographical and medical details.	ut they may
	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 SBP be liable for any public disclosure of information.

- H. The obligations of SBP shall otherwise be limited as indicated in other sections of this Agreement.
- I. All decisions to be made by SBP under this Agreement shall be made by SBP in its sole judgement, and SBP 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 SBP a Preservation Fee in consideration of the efforts of SBP to preserve the Pet's brain. The fees are posted on the website and may change from time to time.
- B. SBP 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 SBP 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 SBP, or in any of the proceeds of SBP's investment thereof, and SBP 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 SBP, 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 SBP 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 SBP'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 SBP.
- 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 SBP of its duty to preserve the Pet.

# IV. Contingencies

A. If at any time the funds possessed by SBP do not permit continued preservation, SBP 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 SBP 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. SBP shall not be liable for such termination of the Pets preservation, provided that SBP shall have performed its obligations under this Agreement.

- B. If, in the best good faith judgement of SBP, the preservation of the Pet is impractical because of legal problems, transportation problems, or otherwise, SBP 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 SBP shall not be liable therefor.
- C. If SBP does not preserve the Pet, SBP shall be entitled only to compensation for costs incurred. The remaining portion to which SBP is not entitled shall be returned to the Owner.

#### V. Warranties

SBP 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 SBP 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. SBP does not warrant that the Pet's preservation shall be successful; in particular, SBP 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 SBP 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, SBP 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. SBP 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. SBP does not warrant that it shall treat the Pet with the aid of the most advanced equipment or the most highly trained personnel, but SBP shall use the best personnel and equipment whose use is economically practical and which are reasonably available to SBP under the circumstances, as determined in SBP's best good faith judgement.
- D. SBP does not warrant that the Pet's preservation is legally valid or will be unimpeded by legal process.
- E. SBP 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 SBP of the probable cost of storage.
- F. SBP 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 SBP are not financial experts, and SBP 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. SBP will accept cases with poor prognosis as long as the Owner understands the above issues.
- C. Understands that SBP 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 SBP of the Pet's preservation pursuant to this Agreement, and the performance by SBP of its obligations under this Agreement, including its obligation to store the Pet according to SBP's sole judgement and in accordance with the terms of this Agreement.

#### VII. Release

The Owner agrees to release SBP 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 SBP to perform any of its duties hereunder for any reason whatsoever (except that the provisions of the Remedies section below govern the liability of SBP for damages to the Owner for breach of this Agreement), provided that SBP shall use its best efforts to perform its obligations hereunder.

#### VIII. Remedies

B. Upon SBP'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 SBP shall not exceed the Preservation Fee already paid to SBP, less the sum expended by SBP in the performance of the Agreement. Notwithstanding the foregoing SBP 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 SBP.

# IX. Assignment

SBP 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, SBP has substantial assurance that any delegee shall fully perform its obligations under this Agreement. SBP shall not be liable for the delegee's failures to perform its obligations to the Owner.

### X. Miscellaneous

To SBP:

Sparks Brain Preservation 3265 Marietta St SF

- 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):

Salem, OR 97317		
To the Owner:		

Signature of Owner:	
Date:	
Signature of Jordan Sparks, Executive Director of SBP:	
 Date	

# **Our Thanks**

On behalf of the entire team at Sparks Brain Preservation, we extend our sincere gratitude for your decision to participate in our preservation program.

Your choice helps support the development of brain preservation techniques and helps to show others that this research deserves serious scientific consideration. We deeply respect your courageous and forward-thinking decision.

We appreciate the trust you have placed in our organization and will endeavor to honor that trust by maintaining the highest standard of care that we can achieve in fulfilling our agreement.

With gratitude,

XII. Signatures

**Sparks Brain Preservation** 

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# **Pet History and Information**

Pet Name:	Age:		Weight:	Sex:
Breed:		Species:		
Is euthanasia already planned? Yes	No	If yes, pla	anned date/time	e:
Is your pet already legally deceased? Ye	es	No		
If so, what is the date and time of your pe	t's passi	ng?		
Any known tests or concern for transmiss	ible dise	ases, such as	rabies? Yes	No Unknown
Details:				
Does your pet have any known history of	injury, tra	auma, illness/d	lisease, surgery	, etc., particularly of the
brain, head, neck, or heart? Yes	No	Unkno	own	
Details:				
Any implantable devices (e.g. pacemaker	)? Yes	No	Unkno	wn
Any known neurologic problems? Yes		No	Unknown	
Details:				
Is there anything else you would like us to	know?			
Ow	ner Con	ntact Informati	on	
Name:	Phone	e:	Email:	
Address:				