

Healthcare Power of Attorney of Kurt M. Wegner

I, Kurt M. Wegner, the principal, an adult of sound mind, execute this Healthcare Power of Attorney (subsequently called “power”) freely and voluntarily, with an understanding of its purposes and consequences. I intend my statements in this instrument to constitute clear and convincing evidence of my wishes concerning medical treatment.

Article One Recitals

Section 1.01 Designation of Healthcare Agent

I designate the individual named below to serve as my Healthcare Agent giving to my Healthcare Agent the power to make decisions with regard to my health care if and when I am unable to make my own health care decisions.

Name: Sunari Wegner
Address: 1445 Kings Crown Rd., Woodland Park, Colorado 80863
Phone: (719) 400-9552

If Sunari Wegner is unwilling or unable to serve, I designate the individuals listed below as alternate Healthcare Agents to serve in the order in which their names appear to exercise the powers and discretions set forth in this instrument.

Name: Davida Wegner
Address: 1718 South 1500 East, Salt Lake City, UT 84105
Phone: (617) 501-1242

Name: Karl Wegner
Address: 7354 Higgrove Pl., Rancho Cucamonga, CA 91370
Phone: (951) 802-6061

Section 1.02 Duration

This Healthcare Power of Attorney is not limited to a term of years; it shall terminate only upon its revocation as provided in this instrument, or upon my death, whichever event first occurs. The authority of my Healthcare Agent does not terminate if I become disabled or incapacitated.

Section 1.03 General Grant

My Healthcare Agent has authority to do all acts related to my personal care, residential placement, and medical treatment that my Healthcare Agent determines to be appropriate, including but not limited to the items specifically mentioned in this instrument. If my Healthcare Agent is not available, I intend the following statements to guide decisions about my care and treatment.

Section 1.04 Effect on Legal Capacity

A formal adjudication of my incapacity is not required for my Healthcare Agent to exercise the authority granted by me under this instrument.

Article Two Health and Personal Powers

Section 2.01 Instructions Concerning Medical Evaluations and Treatment

In exercising the authority granted to my Healthcare Agent, my Healthcare Agent is instructed to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner however rudimentary, even by blinking my eyes. My Healthcare Agent is further instructed that if I am unable to give an informed consent to medical treatment, my Healthcare Agent shall give or withhold consent based upon any treatment choices I have expressed while competent, whether under this instrument or otherwise. If my Healthcare Agent cannot determine the treatment choice I would want made under the circumstances, then I request that my Healthcare Agent make the choice for me based upon what my Healthcare Agent believes to be in my best interests. I request that my Healthcare Agent's decision be guided by taking into account:

The provisions of this instrument;

Any preferences that I may previously have expressed on the subject;

What my Healthcare Agent believes I would want done in the circumstances if I were able to express myself; and

Any information given to my Healthcare Agent by the physicians treating me as to my medical diagnosis and prognosis and the intrusiveness, pain, risks, and side effects of the treatment.

I want to leave my family, friends and persons who care about me with assurances of my love, and without the burdens of guilt or conflict. My purposes in leaving these instructions are to alleviate uncertainty that otherwise may arise in connection with decisions about my medical care, to promote family harmony and to clarify instructions to my health care providers. My Healthcare Agent's authority to act on my behalf concerning my medical care includes, but is not limited to, decisions concerning artificial life support, medical treatment, surgery and other medical procedures; artificial nourishment and hydration; resuscitation decisions (including Do Not Resuscitate [DNR] orders and CPR directives); amputation of my limbs; blood transfusions; experimental drugs and medical procedures; the administration of pharmaceutical agents; and arrangements for my long term care.

I affirm my belief in the importance and value of my personal dignity, both in living and in dying.

Section 2.02 Long Term or Hospice Care

My Healthcare Agent is authorized to select a facility for my nursing, convalescent or hospice care and to establish my residence and placement in a secure unit therein if, in my Healthcare Agent's sole and exclusive discretion, the facility provides the quality of care appropriate for my medical needs and mental condition. For the purposes of arranging or providing long term care, my Healthcare Agent has authority to facilitate my transportation and establish my legal residence within or beyond the state of Colorado.

Section 2.03 Medical Information and Medical Records

Acting on my behalf, my Healthcare Agent may have access to all of my medical information and photocopies of my medical records from my health care providers including, but not limited to, physicians, dentists, podiatrists, physical therapists, chiropractic physicians and chiropractors, pharmacists, optometrists, psychologists, social workers, hospitals, hospices and other treatment facilities; may disclose medical and related information concerning my treatment to appropriate health care providers; may admit or transfer me to such hospitals, hospices, or treatment facilities as my Healthcare Agent determines to be in my best interests.

In order for my Healthcare Agent to fulfill his or her duties, my treating physician or hospital is to discuss with my Healthcare Agent my medical condition and to disclose all medical records.

Section 2.04 Employ and Discharge Health Care Personnel

My Healthcare Agent may employ and discharge medical personnel including physicians, psychiatrists, dentists, nurses, and therapists as my Healthcare Agent determines necessary for my physical, mental and emotional well-being, and to pay them or any of them, reasonable compensation.

Section 2.05 Pain Relief

I want to insure that my Healthcare Agent and physician protect my comfort and freedom from pain insofar as possible. I authorize my Healthcare Agent to consent on my behalf to the administration of whatever pain-relieving drugs and surgical pain relieving procedures my Healthcare Agent, upon medical advice, believes may provide comfort to me, even though such drugs or procedures may lead to pharmaceutical addictions, lower blood pressure, lower levels of breathing, or may hasten my death. Even if artificial life support or aggressive medical treatment has been withdrawn or refused, I want to be kept as comfortable as possible, and I do not want to be neglected by medical or nursing staff.

Section 2.06 Grant Releases

My Healthcare Agent may grant, in conjunction with any instructions given under this instrument, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by my Healthcare Agent or who render written opinions to my Healthcare Agent in connection with any matter described in this instrument from all liability for damages suffered or to be suffered by me; and to sign documents titled or purporting to be a “Refusal to Permit Treatment” and “Leaving Hospital Against Medical Advice” as well as any necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or non-treatment.

Section 2.07 Living Will

I have not executed a living will declaration and I do not want my Healthcare Agent’s powers to be limited by the terms or conditions of a living will.

If I become unconscious or incompetent in a state where this medical durable power of attorney is not honored, I authorize my Healthcare Agent to transport me or arrange for my transportation to a jurisdiction where my medical directives will be enforceable.

Article Three

Legal and Administrative Powers and Provisions

Section 3.01 Health Insurance Portability and Accountability Act

In addition to the other powers granted by this document, I grant to my Healthcare Agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”) immediately upon my signing this document.

Pursuant to HIPAA, I specifically authorize my Healthcare Agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my Healthcare Agent to execute on my behalf valid authorizations for the release of HIPAA protected health information.

By signing this Healthcare Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my Healthcare Agent or any person designated in a valid authorization for the release of HIPAA protected health information executed by my Healthcare Agent. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my Healthcare Agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

Section 3.02 Guardian

The authority conferred upon my Healthcare Agent obviates the need for appointment of a guardian. But should any proceeding be commenced for the appointment of a guardian, I nominate my Healthcare Agent to serve as my guardian, without bond.

Section 3.03 Third-Party Reliance

Third parties may accept as binding the instructions and decisions of my Healthcare Agent regarding my medical treatment. No person or medical facility or institution may incur any liability to me or to my estate by complying with my Healthcare Agent’s instructions. My Healthcare Agent is authorized to execute consents, waivers, and releases of liability on my behalf and on behalf of my estate to all medical personnel who comply with my Healthcare Agent’s instructions. Furthermore, I authorize my Healthcare Agent to indemnify and hold harmless, at my expense, any third party who

accepts and acts under this power of attorney, and I agree to be bound by any indemnity entered into by my Healthcare Agent.

Section 3.04 Enforcement by Healthcare Agent

I authorize my Healthcare Agent to seek on my behalf and at my expense:

A declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument or any of the acts authorized by this instrument, but a declaratory judgment is not necessary in order for my Healthcare Agent to perform any act authorized by this instrument; or

An injunction requiring compliance with my Healthcare Agent's instructions by any person providing medical or personal care to me; or

Actual and punitive damages against any person responsible for providing medical or personal care to me who willfully fails or refuses to follow my Healthcare Agent's instructions.

Section 3.05 Release of Healthcare Agent's Personal Liability

My Healthcare Agent shall not incur any personal liability to me or my estate arising from the good faith exercise of discretion or performance of acts and duties relating to my medical treatment and personal care.

Section 3.06 Reimbursement of Healthcare Agent

My Healthcare Agent is entitled to reimbursement for all reasonable expenses arising from the performance of acts and duties relating to my medical treatment and personal care under this instrument.

Section 3.07 Copies Effective as Originals

Photocopies of this instrument may be effective and enforceable as originals, and third parties are entitled to rely on photocopies of this instrument for the full force and effect of all stated terms.

Section 3.08 Interstate Enforceability

It is my intention that the terms of this instrument be honored in any jurisdiction, regardless of its conformity to that jurisdiction's technical requirements and legal formalities.

Section 3.09 Amendment and Revocation

I reserve the right to revoke my Healthcare Agent's authority orally or in writing.

Section 3.10 Revocation of Prior Powers

Unless otherwise expressly provided in this instrument, this medical durable power of attorney expressly supersedes all prior medical durable powers of attorney that I previously may have executed. Execution of this instrument does not, however, affect any other unrelated powers previously conveyed by me through general or limited powers of attorney which powers are to continue in full force and effect until revoked by me or otherwise terminated.

Dated: April 25, 2019

Kurt M. Wegner, Principal

STATE OF COLORADO)
) ss.
COUNTY OF TELLER)

This instrument was acknowledged before me on April 25, 2019, by Kurt M. Wegner, as Principal.

[Seal]

Notary Public
Meg E. Goblet

Witness Attestation

The foregoing medical durable power of attorney was, on the day and year written above, published and declared by Kurt M. Wegner, in our presence to be his medical durable power of attorney. We, in his presence and at his request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this instrument, Kurt M. Wegner was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

Stephen Dunham
400 W. Midland Ave., Suite 201
Woodland Park, CO 80863

400 W. Midland Ave.
Woodland Park, CO 80863

STATE OF COLORADO)
) ss.
COUNTY OF TELLER)

We, Stephen Dunham and _____, the witnesses, whose names are signed to the foregoing instrument, having been sworn, signed, acknowledged and declared to the undersigned officer that the principal, in the presence of witnesses, signed the instrument as his power of attorney as principal and that each of the witnesses, in the presence of the principal, and in the presence of each other, signed the power of attorney as a witness.

Witness my hand and official seal.

[SEAL]

Notary Public
Meg E. Goblet