

# **DURABLE POWER OF ATTORNEY FOR THE CARE OF CHILDREN**

## **CALIFORNIA POWER OF ATTORNEY WARNING**

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

- Your Agent/Co-Agents (Attorney(s)-in-Fact) has no duty to act unless you and your agent agree otherwise in writing.
- Your Agent/Co-Agents will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this durable power of attorney.
- The powers you give your Agent/Co-Agents (Attorney(s)-in-Fact) will continue until the expiration date, otherwise IF no expiration date is listed or “none” is written, you may terminate the durable power of attorney at any time either verbally or by written notice to the Attorney(s)-in-Fact.
- You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.
- This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the durable power of attorney or (2) the principals’ signing or acknowledgment of their signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

# DURABLE POWER OF ATTORNEY FOR THE CARE OF CHILDREN

## GRANT OF AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS:

**Principal(s):**

I, \_\_\_\_\_ (Parent/Guardian 1),

residing at: \_\_\_\_\_,

And I, \_\_\_\_\_ (Parent/Guardian 2),  
*(Write "N/A" or "Not Applicable (Sole Custody)"*

residing at: \_\_\_\_\_,

being of sound mind and the legal parent(s)/guardian(s) of the following minor child/children:

Name: \_\_\_\_\_ born on \_\_\_\_\_

Name: \_\_\_\_\_ born on \_\_\_\_\_

Name: \_\_\_\_\_ born on \_\_\_\_\_

Name: \_\_\_\_\_ born on \_\_\_\_\_

**Designation of Attorney(s)-in-Fact (Agent/Co-Agents):** I/We hereby appoint the following individual(s) as Agent/Co-Agents and Attorney(s)-in-Fact of my/our above-named minor child/children:

Full Name of Agent 1: \_\_\_\_\_

Residing at: \_\_\_\_\_

And; or (Write "None" if there is no second agent.)

Full Name of Agent 2: \_\_\_\_\_

Residing at: \_\_\_\_\_

The undersigned Principal(s) hereby appoint the above-named Attorney(s)-in-Fact (Agent/Co-Agents) to act in their name, place, and stead, with respect to the following powers concerning the care and custody of the minor child(ren) named above, in accordance with California Family Code § 6550 and other applicable laws.

**Authority of Co-Agents:** If two Co-Agents are appointed, each Co-Agent shall have the authority to act severally, meaning each may exercise the powers granted in this Durable Power of Attorney independently, without the consent or approval of the other Co-Agent. The Co-Agents shall act as my/our true and lawful Attorney(s)-in-Fact for me/us and in my/our name, and in my/our behalf to act as the guardian of my/our above named minor child/children and shall have the power and authority to act entirely in loco parentis

and to do all acts necessary or desirable for maintaining the health, education, and welfare of my/our above named child/children, including, but not limited to, the powers to:

### **Powers Granted to Attorney(s)-in-Fact**

**1. Educational Authority:** The Attorney-in-Fact (Agent/Co-Agents) shall have full power and authority to make decisions concerning the education and enrichment activities of the minor child(ren), including but not limited to:

- Selecting, registering, and enrolling the child(ren) in educational institutions, programs, schools (public, private, or home school), or extracurricular activities deemed appropriate for their academic, social, or personal development.
- Accessing, reviewing, and disclosing, as necessary and in compliance with applicable laws, any educational records or reports related to the child(ren).
- Authorizing and consenting to the child(ren)'s participation in school sponsored or community based activities, events, field trips, sports, or programs offered by any group, organization, or educational facility.
- Executing forms, permissions, or agreements required to facilitate such enrollment or participation.

**2. Standard of Living:** The Agent/Co-Agents shall maintain the customary living standard of the child(ren), consistent with their lifestyle as provided by the Principal(s), including but not limited to:

- Providing safe and suitable living quarters (e.g., a comfortable home or apartment comparable to their current residence).
- Providing nutritious food consistent with their dietary habits or restrictions.
- Providing appropriate clothing for school and daily activities.
- Providing access to non-educational entertainment and recreational activities (e.g., sports, music lessons, or social outings) that align with their established routines and preferences.

All decisions shall prioritize the child(ren)'s safety, health, and overall well-being in accordance with the best interests of the child(ren) under California law. The Agent/Co-Agents shall cover related expenses and maintain records of significant expenses or decisions (e.g., housing agreements, major purchases), providing such records to the Principal(s) upon request. If two Co-Agents are appointed, each may independently make decisions under this provision, as provided in the "Authority of Co-Agents" clause.

**4. Legal Action and Claims:** The Agent/Co-Agents is/are authorized to request, demand, sue, or take necessary legal steps on behalf of the child(ren) to protect their rights and interests, including but not limited to pursuing claims for personal injury, property damage, or other matters directly affecting their welfare. The Agent/Co-Agents may adjust, compromise, or settle such claims, provided the settlement is in the best interests of the child(ren) under California law. For legal actions or settlements involving amounts exceeding \$5,000, the Agent/Co-Agents shall notify the Principal(s) in writing prior to taking action, unless immediate action is required to protect the child(ren)'s interests. The Agent/Co-Agents may retain legal counsel as necessary, with reasonable expenses reimbursed by the Principal(s). If two Co-Agents are appointed, each may act independently under this provision, as provided in the "Authority of Co-Agents" clause.

- 5. Healthcare and Medical Claims:** The Agent/Co-Agents is/are authorized to apply for, purchase, maintain, or manage health, dental, and vision insurance policies for the child(ren) to ensure continuity of coverage consistent with their current or comparable plans. The Agent/Co-Agents may file and pursue claims against such insurance providers for medical or related expenses incurred by the child(ren), ensuring proper documentation and timely submission. The Principal(s) shall provide funds or reimburse the Agent/Co-Agents for insurance premiums and related expenses. The Agent/Co-Agents shall notify the Principal(s) in writing before purchasing new insurance policies or modifying existing ones, unless immediate action is required to maintain coverage. Claim proceeds shall be used solely for the child(ren)'s benefit (e.g., payment of medical expenses). If two Co-Agents are appointed, each may act independently under this provision, as provided in the "Authority of Co-Agents" clause.
- 6. Access to Records:** The Agent/Co-Agents is/are authorized to access records pertaining to the child(ren) necessary to exercise the powers granted in this Durable Power of Attorney, including medical, dental, and educational records, in compliance with applicable federal and California laws (e.g., HIPAA, FERPA). The Agent/Co-Agents may request and review such records to make informed decisions regarding the child(ren)'s health, education, and welfare. Records shall only be disclosed to third parties (e.g., healthcare providers, schools) as necessary to carry out the Agent/Co-Agents' duties, with appropriate safeguards to protect the child(ren)'s privacy. The Agent/Co-Agents shall provide copies of or access to records to the Principal(s) upon request. If two Co-Agents are appointed, each may act independently under this provision, as provided in the "Authority of Co-Agents" clause.
- 7. Endorsement and Execution:** The Agent/Co-Agents is/are authorized to endorse and execute documents necessary to exercise the powers granted in this Durable Power of Attorney, including but not limited to consent forms for medical treatment, educational enrollment forms, travel authorizations, insurance documents, claims, releases, waivers, and agreements directly related to the child(ren)'s health, education, welfare, or travel. For documents involving financial obligations exceeding \$5,000 or long-term commitments (e.g., leases, contracts), the Agent/Co-Agents shall notify the Principal(s) in writing prior to execution, unless immediate action is required to protect the child(ren)'s interests. All executed documents shall be in the best interests of the child(ren) under California law. The Agent/Co-Agents shall provide copies of significant executed documents to the Principal(s) upon request. If two Co-Agents are appointed, each may act independently under this provision, as provided in the "Authority of Co-Agents" clause.
- 8. Travel Authorization:** The Agent/Co-Agents is/are authorized to travel with our(my) child(ren), facilitate both domestic and/or international travel for our(my) child(ren), whether accompanied by the Agent or or if two Co-Agents are appointed, either of the Co-agents, an appointed traveling adult arranged by the Agent/Co-Agents, or for our(my) children to travel unaccompanied, to ensure their safety and well-being. This includes but is not limited to:
- Arranging transportation (e.g., flights, trains, buses with reputable providers).
  - Booking accommodations (e.g., hotels, rentals comparable to the child(ren)'s customary living standard).
  - Securing travel documentation (e.g., travel consents, visas, itineraries).
  - Making necessary decisions before or during travel (e.g., itinerary changes, emergency responses).

The Agent/Co-Agents may execute documents required for travel, including travel consents, visa applications, or requests for copies of birth certificates, and may apply for or renew passports for our(my) child(dren). For international travel or unaccompanied travel the Agent/Co-Agents shall ensure the child(ren)'s safety by using reputable travel providers and maintaining emergency contact information. The Principal(s) shall provide funds or reimburse the Agent/Co-Agents for reasonable travel expenses. The Agent/Co-Agents shall provide copies of travel-related documents and itineraries to the Principal(s) upon request. All actions shall comply with applicable federal and California laws governing travel for minors (e.g., U.S. passport regulations). If two Co-Agents are appointed, each may act independently under this provision, as provided in the "Authority of Co-Agents" clause.

### **Emergency Medical Authorization**

In the event the traveling adult is incapacitated and cannot give authorization for treatment, the Principal(s) authorize a licensed physician, hospital, pharmacy, rescue squad, ambulance company, or medical air evacuation company to provide necessary medical treatment to the child(ren). The Principal(s) can be reached at the following contact information:

\_\_\_\_\_ and/or: \_\_\_\_\_  
*(Phone Number(s) and or email (s) of Parent/Guardian 1)*

\_\_\_\_\_ and/or: \_\_\_\_\_  
*(Phone Number(s) and or email (s) of Parent/Guardian 2)*

However, I/We do want treatment to commence prior to my/our being contacted if my/our child(ren) is/are in pain or if the condition is life-threatening.

**9. Child Passport Authorization:** The Agent/Co-Agents is/are authorized to act on behalf of the Principals in all matters, including but not limited to the authority to apply for, sign, endorse, and execute any and all forms, documents, and applications necessary to obtain a United States passport for the minor child(ren). This includes, without limitation, the authority to complete, sign, and submit Form DS-3053, Statement of Consent: U.S. Passport Issuance to a Child, and any other related documents required by the U.S. Department of State or other relevant authorities to facilitate the issuance of a U.S. passport for the minor child(ren).

**10. Medical Treatment:** The undersigned Principals hereby grant to the Attorney-in-Fact (Agent/Co-Agents) the full power and authority to make decisions regarding the medical care and treatment of the minor child(ren), including but not limited to the authority to provide for, approve, authorize, or decline any health care services at any hospital, clinic, or other medical institution; engage and employ any physicians, surgeons, dentists, nurses, therapists, or other healthcare professionals whose services may be necessary or beneficial for the health and well-being of the child(ren); access, review, and, if necessary, disclose the contents of any medical, dental, or psychological records in compliance with applicable laws; and execute any consents, releases, waivers of liability, or other documents required by medical, dental, or other health authorities to facilitate the provision of medical, surgical, dental, or mental health care. Such health care authority shall encompass, without limitation, the administration of anesthesia, X-ray examinations, diagnostic tests, surgical procedures, mental health evaluations,

therapeutic treatments, and any other medical or health-related procedures deemed necessary or advisable for the child(ren)'s care.

### **Limitations on Authority**

Notwithstanding other provisions in this Durable Power of Attorney, **Attorney(s)-in-Fact shall NOT;**

- have the authority to withhold or withdraw life sustaining procedures for any child/children;
- have the power to consent to the marriage of my/our child/children;
- have the power to consent to the adoption of my/our child/children.
- have the power to consent to military enlistment.

### **Revocation and Termination**

This Durable Power of Attorney shall remain in full force and effect until expressly revoked in writing by the Principal(s), and such revocation shall be communicated to the Attorney-in-Fact (Agent/Co-Agents) and any relevant third parties relying on this document. This Durable Power of Attorney is intended to be durable and shall not be affected by the subsequent incapacity of the Principal(s), unless otherwise specified herein.

By signing here, I/We indicate that I am fully informed as to the contents of this document and understand the full import of this grant of powers to the Attorney(s)-in-Fact named herein.

I/We hereby ratify and confirm all acts by the Attorney(s)-in-Fact done by virtue of this durable power of attorney and the rights hereby granted.

### **Ratification and Indemnity**

The Principal(s) hereby ratify and confirm all acts by the Attorney(s)-in-Fact done by virtue of this Durable Power of Attorney. Any third party who receives a copy of this document may act under it. Revocation is not effective as to a third party until the third party has actual knowledge of the revocation. The Principal(s) agree to indemnify the third party for any claims that arise against the third party because of reliance on this Durable Power of Attorney. If this Durable Power of Attorney is terminated by operation of law, any person relying in good faith on the authority of this document, without notice of such termination, shall be held harmless.

### **Severability**

If any part of this document is held to be invalid, illegal or unenforceable under applicable law, then the remaining unaffected parts of the document shall still remain in full force and effect and not be affected by any partial invalidity.

Any third party who receives a copy of this document may act under it. Revocation of the Durable Power of Attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I/We agree to indemnify the third party for any claims that arise against the third party because of reliance on this Durable Power of Attorney. If this Durable Power of Attorney is terminated by operation of law, any person relying in good faith on the authority of this document, without notice of such termination, shall be held harmless.

**GOVERNING LAW:**

This Durable Power of Attorney is executed pursuant to, but not limited to, California Family Code § 6550 and is governed by the laws of the State of California.

**Execution**

IN WITNESS WHEREOF, I/We have executed this DURABLE POWER OF ATTORNEY FOR THE CARE OF CHILDREN in the city of \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Signature of Parent/Guardian 1*

\_\_\_\_\_  
*Signature of Parent/Guardian 2*

\_\_\_\_\_  
*Printed Name of Parent/Guardian 1*

\_\_\_\_\_  
*Printed Name of Parent/Guardian 2*

This durable power of attorney must be signed or acknowledged before a notary public **OR** signed by two witnesses. *If it is signed by two witnesses*, they must witness either (1) the signing of the durable Power Of Attorney For The Care Of Children or (2) the principals' acknowledgment of their signature.

**Witnesses**

\_\_\_\_\_  
*Signature of Witness 1*

\_\_\_\_\_  
*Signature of Witness 2*

\_\_\_\_\_  
*Printed Name of Witness 1*

\_\_\_\_\_  
*Printed Name of Witness 2*

**ACKNOWLEDGEMENT**

A Notary Public or other Officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_

who 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.

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

## NOTICE TO AGENT/CO-AGENTS ACCEPTING APPOINTMENT AS ATTORNEY-IN-FACT FOR THE CARE OF CHILDREN

By acting, or agreeing to act, as the Attorney-in-Fact (Agent/Co-Agents) under this Power of Attorney for the Care of Children for: \_\_\_\_\_

\_\_\_\_\_ (the “Parent(s)/Legal Guardian(s)”), you assume important legal and fiduciary responsibilities. These responsibilities include:

1. The duty to act solely in the best interest of the child or children named in this Durable Power of Attorney For The Care Of Children, and to follow all instructions and limitations set by the Parent/Legal Guardian.
2. The duty to avoid any conflicts of interest, including situations where your personal interests could interfere with decisions made for the child’s well-being.
3. The duty to keep the Parent/Legal Guardian informed, when required, about significant decisions affecting the child or children’s health, education, safety, or general welfare.
4. The duty to use the authority granted only for the purposes related to the care, custody, and supervision of the child or children, and not for any purpose outside the scope of this Power of Attorney.

**You may not make decisions that permanently alter the child or children’s legal status—such as consenting to adoption, marriage, military enlistment, or authority to withhold or withdraw life sustaining procedures—unless this Power of Attorney specifically grants such authority or the law otherwise permits it.**

*Misuse of authority, acting outside the scope of this Power of Attorney, or acting against the best interests of the child or children may result in civil or criminal liability.*

### **Agent/Co-Agents Acceptance**

I/We, the undersigned Agent/Co-Agents, have read the foregoing notice and understand the legal and fiduciary duties that I assume by acting, or agreeing to act, as the Attorney-in-Fact for the care of the child or children named in this Power of Attorney. I/We hereby accept the appointment as Agent/Co-Agents under this Durable Power of Attorney For The Care Of Children and agree to act in accordance with the terms and conditions set forth herein.

\_\_\_\_\_  
*Signature of Agent 1*

\_\_\_\_\_  
*Date Signed*

\_\_\_\_\_  
*Signature of Agent 2*

\_\_\_\_\_  
*Date Signed*

\_\_\_\_\_  
*Printed Name of Agent 1*

\_\_\_\_\_  
*Printed Name of Agent 2*