

**AUTHORIZATION AGREEMENT FOR NONPARENT RELATIVE
(BROAD AUTHORITY GRANTED BY SINGLE PARENT – OTHER PARENT DECEASED)**

The parent of the children named below authorizes the nonparent relative named below to act as described below as permitted by Chapter 34 of the Texas Family Code.

Date: _____

Parent:

Name: _____ Signature: _____

Address: _____

Telephone/Best Way to Contact: _____

THE STATE OF TEXAS COUNTY OF _____ The foregoing instrument was subscribed and sworn before me on the ____ day of _____, 20____, by _____ (Parent). _____ Notary Public in and for the State of Texas

Agent:

Name: _____ Signature: _____

Address: _____

Telephone/Best Way to Contact: _____

Relationship to Children (check one): Grandparent Aunt Uncle Adult Sibling

THE STATE OF TEXAS COUNTY OF _____ The foregoing instrument was subscribed and sworn before me on the ____ day of _____, 20____, by _____ (Agent). _____ Notary Public in and for the State of Texas
--

Children Subject to This Authorization:

Name: _____	Birthdate: _____
Name: _____	Birthdate: _____
Name: _____	Birthdate: _____
Name: _____	Birthdate: _____
Name: _____	Birthdate: _____
Name: _____	Birthdate: _____

1. The Parent named above authorizes the Agent named above to perform any and all of the following acts in regard to any or all of the Children Subject to This Authorization named above (sometimes referred to singularly as a "Child" or collectively as the "Children," even if only one Child is named above):

a. To authorize medical, dental, psychological, or surgical treatment and immunization of the Child, including executing any consents or authorizations for the release of information as required by law relating to the treatment or immunization;

- b. To obtain and maintain health insurance coverage for the Child and automobile insurance coverage for the Child, if appropriate;
- c. To enroll the Child in a day-care program or preschool or in a public or private primary or secondary school;
- d. To authorize the Child to participate in age-appropriate extracurricular, civic, social, or recreational activities, including athletic activities;
- e. To authorize the Child to obtain a learner's permit, driver's license, or state-issued identification card;
- f. To authorize employment of the Child; and
- g. To apply for and receive public benefits on behalf of the Child.

2. Parent is the sole surviving parent of the Children. Agent has been given authorization to perform the functions listed in this authorization as a result of a voluntary action of Parent. Agent has voluntarily assumed the responsibility of performing those functions.

3. Neither Parent nor Agent has knowledge that a parent, guardian, custodian, licensed child-placing agency, or other authorized agency asserts any claim or authority inconsistent with this authorization with regard to actual physical possession or care, custody, or control of any or more of the Children;

4. To the best of Parent's and Agent's knowledge:

a. There is no court order or pending suit affecting the parent-child relationship concerning any one or more of the Children;

b. There is no pending litigation in any court concerning:

(1) Custody, possession, or placement of any one or more of the Children; or

(2) Access to or visitation with any one or more of the Children; and

c. The court does not have continuing jurisdiction concerning any one or more of the Children.

5. This authorization is made in conformance with Chapter 34 of the Texas Family Code.

6. Parent and Agent understand that each party to this authorization is required by law to immediately provide to each other party information regarding any change in the party's address or contact information.

7. This authorization authorizes the Agent to act beginning with the Date noted above. This authorization is valid until revoked and continues in effect after the death or during any incapacity of either or both Parents.

8. The following warnings and disclosures required by statute are contained in this authorization:

a. The authorization agreement is an important legal document.

- b. The parent and the relative must read all of the warnings and disclosures before signing the authorization agreement;
- c. The persons signing the authorization agreement are not required to consult an attorney but are advised to do so;
- d. The parent's rights as a parent may be adversely affected by placing or leaving the parent's child with another person;
- e. The authorization agreement does not confer on the relative the rights of a managing or possessory conservator or legal guardian;
- f. A parent who is a party to the authorization agreement may terminate the authorization agreement and resume custody, possession, care, and control of the child on demand;
- g. At any time the parent may request the return of the child;
- h. Failure by the relative to return the child to the parent immediately on request may have criminal and civil consequences;
- i. Under other applicable law, the relative may be liable for certain expenses relating to the child in the relative's care but that the parent still retains the parental obligation to support the child;
- j. In certain circumstances, the authorization agreement may not be entered into without written permission of the court;
- k. The authorization agreement may be terminated by certain court orders affecting the child;
- l. The authorization agreement is void unless the parties mail a copy of the authorization agreement to a parent who was not a party to the authorization agreement, if the parent is living and the parent's parental rights have not been terminated, not later than the 10th day after the date the authorization agreement is signed; and
- m. The authorization agreement does not confer on a relative of the child the right to authorize the performance of an abortion on the child or the administration of emergency contraception to the child.

9. Parent may revoke this authorization at any time without the Agent's consent. This authorization also may be terminated by other actions or events described in Section 34.008 of the Texas Family Code.

Note: Do not use this form if any the statements made in paragraph 4 above are incorrect. If any of the statements made in paragraph 4 are incorrect, an authorization agreement still may be possible, but compliance with certain provisions of Chapter 34 of the Texas Family Code is required and this form is not intended to provide that compliance.