HEALTHCARE POWER OF ATTORNEY

OF

Luke James Skywalker

(August 23, 2025)



LAW OFFICES

MCINTYRE ELDER LAW

233 E. Graham Street
Shelby, North Carolina 28150

(888) 999-6600

Healthcare Power of Attorney
of
Luke James Skywalker

1. I, Luke James Skywalker, the principal, an adult of sound mind, freely and voluntarily execute this Healthcare Power of Attorney, with an understanding of its purposes and consequences. I intend to create a health care power of attorney under the laws of the State of North Carolina. I further intend that my statements in this document constitute clear and convincing evidence of my wishes concerning personal care, residential placement, and medical treatment (hereinafter, “healthcare”).

# Recitals

## Designation of Healthcare Agent

1. I designate Barbara Skywalker to serve as my Healthcare Agent hereunder.
2. If Barbara Skywalker is not reasonably available or is unwilling or unable to serve, then I designate as alternate Healthcare Agent.
3. I designate Barbara Skywalker to serve as my Healthcare Agent hereunder.
4. If Barbara Skywalker is not reasonably available or is unwilling or unable to serve, then I designate the individuals named below as alternate Healthcare Agents, each with the power to make decisions alone.
	* + 1. Han Solo
			2. (THIRD AGENT)

## Effectiveness, Duration, and Durability

1. My Healthcare Agent’s authority hereunder is effective only if I am unable to make healthcare decisions on my own. A formal adjudication of my incapacity is not required for my Healthcare Agent to exercise the authority granted by me under this document.
2. This Healthcare Power of Attorney is not limited to a term of years and continues until I revoke it. The authority of my Healthcare Agent does not terminate if I become disabled or incapacitated.

## General Grant of Authority

1. My Healthcare Agent has authority to do all acts related to my healthcare that my Healthcare Agent determines to be appropriate, including, but not limited to, any acts specifically mentioned in this document. My Healthcare Agent knows my wishes regarding artificial nutrition and hydration and so has authority to make decisions concerning that life sustaining treatment, including refusing the same.

# Health and Personal Powers

## General Instructions

1. I request that my Healthcare Agent discuss with me the specifics of any proposed action regarding my healthcare if I am able to communicate in any manner, however rudimentary, even by blinking my eyes. If my Healthcare Agent cannot determine the action I would take 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, taking into account—
	1. the provisions of this document;
	2. any preferences that I may previously have expressed;
	3. what my Healthcare Agent believes I would want done under the circumstances; and
	4. any information from my treating physicians as to my medical diagnosis and prognosis, and the intrusiveness, pain, risks, and side effects of the treatment.
2. My purposes in leaving these instructions are to alleviate uncertainty that otherwise may arise in connection with decisions about my healthcare, to promote family harmony, and to clarify instructions to my healthcare providers. My Healthcare Agent’s authority to act on my behalf concerning my healthcare includes, but is not limited to:
	1. decisions concerning artificial life support, medical treatment, surgery, and other medical procedures;
	2. artificial nourishment and hydration;
	3. resuscitation decisions, including Do Not Resuscitate [DNR] orders and CPR directives;
	4. amputation of limbs;
	5. blood transfusions;
	6. experimental drugs and medical procedures;
	7. the administration of pharmaceutical agents; and
	8. arrangements for long-term care.
3. I affirm my belief in the importance and value of my personal dignity, both in living and in dying.

## Residential or Hospice Care

1. My Healthcare Agent is authorized to admit me to, or remove me from, any residential home or hospice care facility. For the purposes of arranging for such care, my Healthcare Agent has the authority to facilitate my transportation to and establish my legal residence within or beyond the State of North Carolina.

## Maintain Me in My Residence

1. I prefer to remain in my personal residence as long as reasonably possible, and my Healthcare Agent may take any action to effectuate that desire, including obtaining 24-hour care and equipment that might assist in my care.

## Visitation

1. Wherever I am living or temporarily residing, I authorize my Healthcare Agent to visit me. Further, my Healthcare Agent may restrict or allow visitation from others as my Healthcare Agent determines appropriate.

## Medical Information and Medical Records

1. My Healthcare Agent may have access to all of my medical information and medical records from any of my healthcare providers. My Healthcare Agent may disclose information regarding my healthcare to whomever Healthcare Agent deems appropriate. My Healthcare Agent may admit or transfer me to any healthcare facility that Healthcare Agent determines to be in my best interests.
2. I request that my healthcare providers discuss my medical condition with my Healthcare Agent and release all medical records to my Healthcare Agent. Communications between my Healthcare Agent and my healthcare providers may be via traditional or electronic means.

## Employ and Discharge Healthcare Personnel

1. My Healthcare Agent may employ and discharge healthcare personnel as my Healthcare Agent determines necessary for my physical, mental, and emotional well-being.

## Pain Relief

1. I want to ensure that my Healthcare Agent and physician protect my comfort and freedom from pain as much as possible. I authorize my Healthcare Agent to consent 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 have adverse side effects or 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.

## Consent to Psychiatric Treatment

1. My Healthcare Agent may—
	1. upon the execution of a certificate by two independent psychiatrists who have examined me and in whose opinions I am in immediate need of hospitalization because of mental disorders, alcoholism, or drug abuse, arrange for my admission to an appropriate hospital or institution for treatment of the diagnosed problem or disorder;
	2. arrange for private psychiatric and psychological treatment for me; and
	3. revoke, modify, or withdraw consent to the hospitalization, institutionalization, or private treatment that I or my Healthcare Agent may have previously given.

The consent of my Healthcare Agent to my admission to any treatment facility for psychiatric help, alcoholism, or drug abuse has the same legal effect, subject to applicable local law, as a voluntary admission made by me.

## Grant Releases

1. In conjunction with any instructions given in this document, my Healthcare Agent may grant releases from all liability for damages suffered by me to administrative and healthcare workers who act in reliance on instructions given by my Healthcare Agent, or who render written opinions to my Healthcare Agent. My Healthcare Agent may refuse treatment and may remove me from the hospital against medical advice, and sign documents to that effect, as well as sign any necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or non-treatment.

## Living Will

1. To the extent that any provisions of this Healthcare Power of Attorney are deemed to conflict with any Living Will that I have executed now or in the future, the provisions of my Healthcare Power of Attorney prevail, and the decisions of my Healthcare Agent must be honored.
2. If I become unconscious or incompetent in a jurisdiction where my Living Will or this Healthcare 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.

# Legal and Administrative Powers and Provisions

## Health Insurance Portability and Accountability Act

1. In addition to the other powers granted by this document, my Healthcare Agent may 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.
2. Pursuant to HIPAA, I specifically authorize my Healthcare Agent as my personal representative under HIPAA to do any of the following via traditional or electronic means:
	1. request, receive, and review any information regarding my physical or mental health, including, without limitation, all medical and hospital records, and other HIPAA protected health information;
	2. execute on my behalf any authorizations, releases, or other documents that may be required in order to obtain this information; and
	3. consent to the disclosure of this information to others and execute valid authorizations for the release of HIPAA protected health information.
3. By signing this Healthcare Power of Attorney, I specifically authorize my healthcare providers to release any and all medical records to my Healthcare Agent and 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, and other healthcare provider who releases any 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.

## Guardian

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

## Third-Party Reliance

1. Third parties may accept as binding the instructions of my Healthcare Agent regarding my healthcare. 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 Healthcare Power of Attorney, and I agree to be bound by any indemnity entered into by my Healthcare Agent.

## Enforcement by Healthcare Agent

1. I authorize my Healthcare Agent to seek on my behalf, and at my expense, any of the following:
	1. a declaratory judgment from any court of competent jurisdiction interpreting the validity of this document or any of the acts authorized by this document (but a declaratory judgment is not necessary in order for my Healthcare Agent to perform any act authorized by this document);
	2. an injunction requiring compliance with my Healthcare Agent’s instructions by any person providing healthcare to me; and
	3. actual and punitive damages against any person responsible for providing healthcare to me who willfully fails or refuses to follow my Healthcare Agent’s instructions.

## Release of Healthcare Agent’s Personal Liability

1. My Healthcare Agent will 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 healthcare.

## Reimbursement of Healthcare Agent

1. My Healthcare Agent is entitled to reimbursement for all reasonable expenses arising from the performance of acts and duties relating to my healthcare.

## Copies Effective as Originals

1. Copies of this document, including electronic copies, are as effective and enforceable as the original. Third parties may rely on copies for the full force and effect of all stated terms.

## Interstate Enforceability

1. I intend that the terms of this document be honored in any jurisdiction, regardless of its conformity to that jurisdiction’s technical requirements and legal formalities.

## Amendment and Revocation

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

## Conflicting Provisions

1. Unless otherwise expressly provided herein, the provisions of this Healthcare Power of Attorney supersede any conflicting provisions in any other document that I have previously executed.

## Revocation of Prior Powers

1. Unless otherwise expressly provided herein, this Healthcare 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, or my Living Will, which powers and Living Will are to continue in full force and effect until revoked by me or otherwise terminated.

#  Special Provisions and Limitations

1. (Notice: The authority granted in this document is intended to be as broad as possible so that your health care agent will have authority to make any decisions you could make to obtain or terminate any type of health care treatment or service. If you wish to limit the scope of your health care agent’s powers, you may do so in this section. If none of the following are initialed, there will be no special limitations on your agent’s authority.)

## Limitations Concerning Mental Health Decisions

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ A. Limitations Concerning Mental Health Decisions.
 (Initial)
2. In exercising the authority to make mental health decisions on my behalf, the authority of my health care agent is subject to the following special provisions: (Here you may include any specific provisions you deem appropriate such as: limiting the grant of authority to make only mental health treatment decisions, your own instructions regarding the administration or withholding of psychotropic medications and electroconvulsive treatment (ECT), instructions regarding your admission to and retention in a health care facility for mental health treatment, or instructions to refuse any specific types of treatment that are unacceptable to you.)
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 NOTE: DO NOT initial unless you insert a limitation.

## Advance Instruction for Mental Health Treatment

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ B. Advance Instruction for Mental Health Treatment.
 (Initial)
2. (Notice: This Healthcare Power of Attorney may incorporate or be combined with an advance instruction for mental health treatment, executed in accordance with Part 2 of Article 3 of Chapter 122C of the General Statutes, which you may use to state your instructions regarding mental health treatment in the event you lack capacity to make or communicate mental health treatment decisions. Because your Healthcare Agent’s decisions must be consistent with any statements you have expressed in an advance instruction, you should indicate here whether you have executed an advance instruction for mental health treatment):
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 NOTE: DO NOT initial unless you insert a limitation.

## Autopsy and Disposition of Remains

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ C. Autopsy and Disposition of Remains.
 (Initial)
2. In exercising the authority to make decisions regarding autopsy and disposition of remains on my behalf including but not limited to burial or cremation, the authority of my health care agent is subject to the following special provisions and limitations. (Here you may include any specific limitations you deem appropriate such as: limiting the grant of authority and the scope of authority, or instructions regarding burial or cremation):
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 NOTE: DO NOT initial unless you insert a limitation.

## Organ Donation

1. To the extent I have not already made valid and enforceable arrangements during my lifetime that have not been revoked, my health care agent may exercise any right I may have to:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ donate any needed organs or parts; or
 (Initial)
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ donate only the following organs or parts:
 (Initial)
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. NOTE: DO NOT INITIAL BOTH BLOCKS ABOVE.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ donate my body for anatomical study if needed.
 (Initial)
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ In exercising the authority to make donations,
 (Initial)
3. my healthcare agent is subject to the following special provisions and limitations: (Here you may include any specific limitations you deem appropriate such as: limiting the grant of authority and the scope of authority, or instructions regarding gifts of the body or body parts.)
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTE: DO NOT initial unless you insert a limitation.

 NOTE: NO AUTHORITY FOR ORGAN DONATION IS GRANTED IN THIS INSTRUMENT WITHOUT YOUR INITIALS.
4. [Remainder of page intentionally left blank]

Dated: August 23, 2025

1.
2. **Luke James Skywalker, Principal**
3. STATE OF NORTH CAROLINA )
4. ) ss.:
5. COUNTY OF CLEVELAND )
6. I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Luke James Skywalker.
7. Date: August 23, 2025
8. [Seal]
9.
10. Candis Watterson, Notary Public
11. My commission expires 05/16/2029
12. **Declaration of Witnesses**
13. STATE OF NORTH CAROLINA )
14. ) ss.:
15. COUNTY OF CLEVELAND )
16. I hereby state that the principal, Luke James Skywalker, being of sound mind, signed (or directed another to sign on the principal’s behalf) the foregoing health care power of attorney in my presence, and that I am not related to the principal by blood or marriage, and I would not be entitled to any portion of the estate of the principal under any existing will or codicil of the principal or as an heir under the Intestate Succession Act, if the principal died on this date without a will. I also state that I am not the principal’s attending physician, nor a licensed healthcare provider or mental health treatment provider who is (1) an employee of the principal’s attending physician or mental health treatment provider, (2) an employee of the health facility in which the principal is a patient, or (3) an employee of a nursing home or any adult care home where the principal resides. I further state that I do not have any claim against the principal or the estate of the principal.
17.
18. **Ashley Melton, Witness Alexandria Porter, Witness**
19. 233 East Graham Street 233 East Graham Street
20. Shelby, North Carolina 28150 Shelby, North Carolina 28150
21. Sworn to (or affirmed) and subscribed before me on this day, June 1, 2025, by Ashley Melton and Alexandria Porter.
22. [Seal]
23.
24. Candis Watterson, Notary Public
25. My commission expires 05/16/2029

 **DO NOT DELETE this paragraph -- it is hidden text and will not print. To add content to the end of this document, do so by placing your cursor at the end of the above paragraph (before the paragraph mark) and pressing ENTER to start a new paragraph. DO NOT DELETE the Section Break adjacent to this paragraph; it is there to help the footer maintain its format.**