

Legal Considerations for a Kids-Free Vacation

It's finally here! That vacation you have been slowly piecing together for months. Your bags are packed. You've got your airline tickets ready to go. The grandparents are watching the kids. You're all set.

But when it comes to leaving the kids for the weekend (or any extended amount of time), you just can't help but think of some concerning scenarios – usually involving a doctor's office or hospital.

“What if something happens with the kids?”

“What if someone gets sick or hurt?”

Well, this may not resolve your parental worries, but it just might help. There are tools available under Texas law which would allow Parents to temporarily empower another adult with the authority to make certain decisions for the Parent's Child(ren).

Individual circumstances and family dynamics can greatly impact which options are best in a given case, and not all of these options will either be available to you or provide the benefits you are seeking. Therefore, it is vitally important that you seek Texas-licensed, legal counsel when pursuing any of these options.

Authorization Agreement for Voluntary Adult Caregiver:

An *Authorization Agreement for Voluntary Adult Caregiver* is a tool available in the State of Texas which Parents can use to authorize another adult with certain rights regarding the care of their minor Child(ren).

To be valid in Texas, the Authorization must contain numerous “**statements**” as well as numerous “**warnings and disclosures**” as required by TEXAS FAMILY CODE SECTION 34.003 and other portions of the law.

This information is provided for educational purposes only. The information is NOT intended to be legal advice for any particular person. Obtaining this information does NOT create an attorney-client relationship. You are encouraged to seek a Texas-licensed attorney to discuss your legal needs. The information provided is based upon laws of the (Great/Lone Star) State of Texas.

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Who is who?

The persons involved with this document are the following:

1. The Parent(s)
2. The "Adult Caregiver"
3. The Child

Required "Statements"

The Authorization Agreement must contain each of the following regarding the Adult Caregiver:

1. Name;
2. Signature;
3. Relationship to the Child; and
4. Current physical address and telephone number or the best way to contact the Adult Caregiver.

The Authorization Agreement must contain each of the following regarding each Parent:

1. Name;
2. Signature; and
3. Parent's current address and telephone number or the best way to contact the Parent.

Required "Statements"

Additionally, the Authorization Agreement must contain each of the following **Statements**:

1. A statement that the Adult Caregiver has been given authorization to perform the following functions as a result of a voluntary action of the Parent and that the Adult Caregiver has voluntarily assumed the responsibility of performing these functions:
 - 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 elementary 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;

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- g. to apply for and receive public benefits on behalf of the Child; and
 - h. to obtain:
 - i. copies or originals of state-issued personal identification documents for the Child, including the Child's birth certificate; and
 - ii. to the extent authorized under federal law, copies or originals of federally issued personal identification documents for the Child, including the Child's social security card.
2. Statements that neither the Parent nor the Adult Caregiver has knowledge that a Parent, Guardian, Custodian, licensed child-placing agency, or other authorized agency asserts any claim or authority inconsistent with the Authorization Agreement with regard to actual physical possession or care, custody, or control of the Child;
3. Statements that
- a. to the best of the Parent's and Adult Caregiver's knowledge:
 - i. there is no court order or pending suit affecting the parent-child relationship concerning the Child;
 - ii. there is no pending litigation in any court concerning:
 - 1. custody, possession, or placement of the Child; or
 - 2. access to or visitation with the Child; and
 - iii. a court does not have continuing jurisdiction concerning the Child;

OR

- b. the court with continuing jurisdiction concerning the Child has given written approval for the execution of the Authorization Agreement accompanied by the following information:
 - i. the county in which the court is located;
 - ii. the number of the court; and
 - iii. the cause number in which the order was issued or the litigation is pending;
4. A statement that to the best of the Parent's and Adult Caregiver's knowledge there is no current, valid Authorization Agreement regarding the Child;
5. A statement that the authorization is made in conformance with this chapter;
6. A statement that the Parent and the Adult Caregiver understand that each party to the Authorization Agreement is required by law to immediately provide to each other party information regarding any change in the party's address or contact information;

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7. a statement by the Parent that:
 - a. indicates the Authorization Agreement is for a term of:
 - i. six months from the date the parties enter into the agreement, which renews automatically for six-month terms unless the agreement is terminated as provided by law (TEX. FAM. CODE ANN. § 34.008); or
 - ii. the time provided in the agreement with a specific expiration date earlier than six months after the date the parties enter into the agreement; and
 - b. identifies the circumstances under which the Authorization Agreement may be:
 - i. terminated as provided by law (TEX. FAM. CODE ANN. § 34.008) before the term of the agreement expires; or
 - ii. continued beyond the term of the agreement by a court as provided by law (TEX. FAM. CODE ANN. § 34.008(b)); and
8. Space for the signature and seal of a notary public.

Required "Warnings" & "Disclosures"

The Authorization Agreement must contain the following warnings and disclosures:

1. That the Authorization Agreement is an important legal document;
2. That the Parent and the Adult Caregiver must read all of the warnings and disclosures before signing the Authorization Agreement;
3. That the persons signing the Authorization Agreement are not required to consult an attorney but are advised to do so;
4. That the Parent's Rights as a Parent may be adversely affected by placing or leaving the Parent's Child with another person;
5. That the Authorization Agreement does not confer on the Adult Caregiver the rights of a managing or possessory conservator or legal guardian;
6. That 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 and that at any time the Parent may request the return of the Child;

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7. That failure by the Adult Caregiver to return the Child to the Parent immediately on request may have criminal and civil consequences;
8. That, under other applicable law, the Adult Caregiver may be liable for certain expenses relating to the Child in the Adult Caregiver's care but that the Parent still retains the parental obligation to support the Child;
9. That, in certain circumstances, the Authorization Agreement may not be entered into without written permission of the court;
10. That the Authorization Agreement may be terminated by certain court orders affecting the Child;
11. That the Authorization Agreement does not supersede, invalidate, or terminate any prior Authorization Agreement regarding the Child;
12. That the Authorization Agreement is void if a prior Authorization Agreement regarding the Child is in effect and has not expired or been terminated;
13. That, except as provided by law (TEX. FAM. CODE ANN. § 34.005(a-2)), the Authorization Agreement is void unless not later than the 10th day after the date the Authorization Agreement is signed, the parties mail to a Parent who was not a party to the Authorization Agreement at the Parent's last known address, if the Parent is living and the Parent's parental rights have not been terminated:
 - a. One copy of the Authorization Agreement by certified mail, return receipt requested, or international registered mail, return receipt requested, as applicable; and
 - b. One copy of the Authorization Agreement by first class mail or international first-class mail, as applicable; and
14. That the Authorization Agreement does **not** confer on an Adult Caregiver the right to authorize the performance of an abortion on the Child or the administration of emergency contraception to the Child.