

NOTICE: THIS IS A LEGAL DOCUMENT. IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION. CREMATION IS IRREVERSIBLE AND FINAL. READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

CONTRACT # _____ CREMATORY _____

NAME OF INDIVIDUAL _____

The undersigned [hereinafter referred to as the "Authorized Representative(s)"] hereby certify that they are the legal custodian(s) of the herein named individual (hereinafter referred to as the "Individual"), having full legal authority to authorize the cremation, processing and disposition of the cremated remains of the individual and hereby request and authorize, providers to take possession of and make arrangements for, the cremation, processing and disposition of the individual in accordance with and subject to: (a) the terms and conditions set forth in this authorization, (b) the Provider's rules and regulations and (c) any applicable state or local laws, rules or regulations.

DISPOSITION OF CREMATED REMAINS

The Authorized Representative(s) hereby authorize the provider to make disposition of the cremated remains of the individual as follows:

A. The Authorized Representative(s) certify and represent that the remains delivered for cremation are those of the individual and the Authorized Representative(s) further represent that they have the right to control the disposition of said remains.

B. The remains of this individual will not be accepted for cremation unless they are in a leak proof combustible container. Provider is authorized to remove and discard handles or any other attached to the cremation container which may cause damage to the cremation chamber. Remains received in caskets constructed of metal, fiberglass, or any other noncombustible materials will be removed from such caskets prior to cremation. Provider shall make disposition of such caskets in keeping with provider's established practices.

C. The Authorized Representative(s) understand that due to the nature of the cremation process any valuable material including dental gold, will either be destroyed or not be recoverable. Accordingly, the Authorized Representative(s) represent and warrant to the Provider that all body prosthesis, dental bridgework, dental fillings, or personnel articles accompanying the remains (1) have been removed from the remains; (2) may be removed from the remains and disposed of by the Provider unless otherwise directed in writing by the Authorized Representative(s); or (3) may be destroyed by the cremation process.

D. Mechanical devices implanted in the individual may create a hazardous condition when placed in a cremation chamber. Provider will not, therefore, cremate any human remains which contain any type of implanted device.

THE AUTHORIZED REPRESENTATIVE(S) CERTIFY THAT THE REMAINS OF THE INDIVIDUAL ____ DO ____ DO NOT CONTAIN ANY TYPE OF IMPLANTED MECHANICAL DEVICE. In the event the remains of the individual do contain such a device, the Authorized Representative(s) hereby authorize and instruct the Provider, its agents and employees, to contact the appropriate persons and secure the removal of any and all mechanical devices from the remains prior to the commencement of the cremation process. The Authorized Representative(s) also agree to indemnify the Provider, its affiliates, and their agents and employees, against loss from any and all claims, demands, or damages which may be made or declared against it or them by reason of the failure of the Authorized Representative(s) to timely disclose the existence of such implanted mechanical device(s). "Any change in status must be reported to the provider in writing and will be considered an addendum to this authorization to cremate" The following list describes ALL existing devices (including all mechanical and prosthetic devices which may be implanted in or attached to the individual) to be removed from the remains of the individual and disposed of as instructed below:

Description _____
(i.e. Pacemaker)

Disposition _____
(Discard)

Description _____

Disposition _____

E. The human body burns with the casket, container, or other material in the cremation chamber. Some bone fragments are not combustible at the incineration temperatures and, as a result, remain in the cremation chamber. During the cremation, the contents of the chamber may be moved to facilitate incineration. The chamber is composed of ceramic or other material which disintegrates slightly during each cremation and the product of that disintegration is commingled with the cremated remains. Nearly all of the contents of the cremation chamber, consisting of cremated remains, disintegrated chamber material, and small amounts of residue from previous cremations, are removed together and crushed, pulverized or ground to facilitate inurnment or scattering. Some residue remains in the cracks and uneven places of the chamber. Periodically, the accumulation of this residue is removed and interred in a dedicated cemetery property, or scattered at sea. The Authorized Representative(s) hereby expressly acknowledge and authorize the incidental or inadvertent commingling of the cremated remains of the individual with other residual cremated remains remaining in the cremation chamber and/or other devices used to reduce the cremated remains.

INITIAL → x _____

F. The Authorized Representative(s) agree that if permanent arrangements for final disposition of the cremated remains are to be carried out by The Authorized Representative(s) or their duly authorized agent, and that such arrangements have not been completed within 120 days after the date of availability of such cremated remains for final disposition, the Provider shall give any written notice which is required by applicable state law. Thereafter, the Provider is authorized and directed to dispose of the cremated remains in any manner it may deem suitable, either (1) 120 days after such written notification, if written notice is required, or (2) 120 days after the availability of such cremated remains for final disposition, if written notice is not required.

INITIAL → x _____

G. The obligation of the Provider shall be limited to the cremation of the remains of the individual and the disposition of the cremated remains as directed herein. The Authorized Representative(s) agrees to release and hold the Provider, its affiliates and their agents, employees and assigns, harmless from any and all loss, damage, liability or causes of action (including attorney fees and expense of litigation in connection with the cremation and disposition of the cremated remains if the Authorized Representative(s) fails to properly identify the remains of the deceased individual prior to cremation, or subsequent to cremation, takes possession of the remains or makes permanent arrangements for the disposition of such remains. Provider's sole warranty is limited to providing the service that Provider has agreed to provide in accordance with the terms of the agreement in a manner that complies with industry standards, there are no other warranties express or implied, and damages shall be limited to the refund of the cremation fee paid hereunder.

SIGNATURE OF PERSON(S) AUTHORIZING CREMATION AND DISPOSITION

SIGN →

Signature of Authorized Representative(s) X _____ Relationship _____

Street _____ City _____ State _____ Zip _____ Phone _____

Witness _____ Date _____