

AUTHORIZATION FOR CREMATION & DISPOSITION

• I/We, the undersigned, authorize **Midwest Crematory, INC** in accordance with and subject to the laws, rules and regulations of the State of Illinois, to cremate the remains of (DECEASED) _____ (AGE) _____, who died in (CITY) _____, on (DATE) _____, at (TIME) _____ AM/PM, and I/we hereby agree to be responsible for and pay all charges incurred with respect to this authorization.

• I/We, _____, (RELATIONSHIP) _____ hereby certify that I/we have the legal right to arrange for the cremation and disposition of the cremated remains of the above named deceased and I/we **AM/ARE – AM/ARE NOT** aware of any living person who has a superior or equal priority right to serve as an authorizing agent with respect to this authorization or in the case of being aware of a living person who has a superior or equal priority right all reasonable efforts to contact that person have been made without success and that the undersigned has/have no reason to believe that such person would object to the cremation.

• I/We **HAVE - HAVE NOT** identified the above named remains on (DATE) _____, (TIME) _____, and have authorized **Simplicity Funeral & Cremation Care** (Funeral Home) to handle, arrange and deliver the remains to **Midwest Crematory, INC**. (Crematory) for cremation.

• The death **DID - DID NOT** occur as a result of disease declared by the Illinois Department of Health to be infectious, contagious, communicable or dangerous to public health. Type of Disease, if any: _____

• In requesting cremation, I/we acknowledge that such is an irreversible act, and, therefore, I/we do hereby authorize cremation with full knowledge that the Funeral Director is acting solely upon my/our direction. In addition, I/we, the undersigned, assume all liability for mistaken identity or incorrect identification, and do hereby agree to release, indemnify and hold **Midwest Crematory, INC** and **Simplicity Funeral & Cremation Care** (Funeral Home), their agents, officers and employees harmless from any and all claims, suits or causes of action, including a reasonable attorney's fee for the defense thereof, brought by any person, firm or corporation or the personal representative thereof resulting from the cremation of the deceased, a misidentification or providing this cremation authorization.

NOTICE: **Heart pacemakers**, and radioactive producing implant devices or other life sustaining devices may cause an explosion in the cremation chamber. If the crematory does not receive notice, the person or persons authorizing cremation and the delivering funeral home shall be held responsible for any damage resulting thereof. The Crematory shall accept **NO** liability under these circumstances.

• I /We further represent that the remains of the deceased do not contain any implant devices. It is my/our understanding that the crematory will not accept the body for cremation if the remains contain any of these devices, and that said crematory will rely solely on this certification in accepting the remains for cremation. If such devices exist, the funeral home is hereby authorized to remove and dispose of such devices prior to cremation.

• The following items of value, if any, shall be delivered to the funeral home or crematory with the deceased's remains and shall be disposed of as follows: _____

• I /We further understand that I /we will release, indemnify and hold harmless **Midwest Crematory, INC**. and their officers and employees from any liability, or responsibility for any unclaimed cremated remains after thirty (30) days, and that the cremated remains may be disposed of after (60) days, in a manner permitted by Illinois Statute, at the expense of the authorizing agent.

DISPOSITION OF CREMATED REMAINS:

- Release To: _____
- Ship To: _____
- Cemetery or Other: _____
- Special Directions: _____

If shipment is authorized, the undersigned authorizes the Crematory to deliver the cremated remains via U.S. Mail and agrees to pay the handling and mailing fees incurred therein. I /We agree to assume all liability for any damages that may arise from, and any cause growing out of said delivery and to indemnify and hold harmless the Crematory and the Funeral Home from any and all claims related to said shipment.

I certify that I am the authorizing agent and attest to have read the accompanying policies, procedures and requirements and agree to be bound by the terms of this authorization including all accompanying documents.

SIGNED: **X** _____

SIGNED: **X** _____

RELATIONSHIP: _____

ADDRESS: _____

PHONE: _____

SOCIAL SECURITY # _____

DATE OF BIRTH: _____

NOTARY: Subscribed and sworn before me

this _____ day of _____, _____.

X _____
Notary Public

My commission expires: _____

I have witnessed the authorizing agent's signature and warrant that the human remains delivered to the crematory will be the human remains identified on this form.

FUNERAL DIRECTOR WITNESS:

SIGNED: **X** _____
IL. Funeral Directors License No.: **034014435**

FUNERAL HOME: **Simplicity Funeral & Cremation Care**

ADDRESS: **1210 Darien Path Way Darien, IL 60561**

Pre-arranged funeral planning . . .

If this Cremation Authorization is being executed by an individual as his or her own authorizing agent on a pre-need basis the following disclosure must be completed by the authorizing agent.

- () I wish to allow any of my responsible relatives/agent the option of selecting appropriate alternative arrangements.
- () I do not wish to allow any of my survivors the option of canceling my cremation and selecting alternative arrangements, regardless of whether my survivors deem a change to be appropriate.
- () I wish to allow only the survivor(s) whom I have designated below the option of canceling my cremation and selecting alternative arrangements, if they deem a change to be appropriate:

Name/Relationship: _____

Name/Relationship: _____

Address: _____

Phone: _____

Policies, Procedures & Requirements

The cremation, processing and disposition of the remains of the deceased shall be performed in accordance with all governing laws and policies, procedures and requirements of **Midwest Crematory, INC.** and the designated funeral home.

This document describes many of the policies and requirements of **Midwest Crematory, INC.** and is incorporated in the Cremation Authorization Form. We suggest you take time to read this document carefully before executing the Cremation Authorization Form.

REQUIREMENTS:

Cremation will take place only after ALL the following conditions have been met:

- All scheduled ceremonies or viewings have been completed.
- 24 hours have transpired since the death occurred.
- Civil and medical authorities have issued all required permits.
- All necessary authorizations have been obtained and no objections raised.

(Initial)

AUTHORIZATIONS:

Unless previously authorized by the deceased, in accordance with applicable state law, no cremation may take place without written authorization of the next of kin or the legal representative of the deceased. The next of kin is the person or persons described in the following order: 1. Surviving Spouse; 2. Power of Attorney For Health Care; 3. Person serving as Executor; 4. Surviving Adult Children; 5. Surviving Parents; 6. Surviving Siblings; 7. Surviving Aunts/Uncles; 8. Surviving First Cousins.

(Initial)

CASKETS AND CONTAINERS:

Midwest Crematory, INC. requires all human remains be delivered to the crematory encased. All caskets and alternative containers are requested to meet the following standards:

- Be resistant to leakage or spillage.
- Be sufficient for handling with ease.
- Be able to provide protection for the health and safety of the funeral home and crematory personnel.
- Be composed of materials suitable for cremation.
- **Midwest Crematory, INC.** does not accept metal, plastic or fiberglass containers.

All caskets that are comprised primarily of combustible materials also contain some exterior parts, such as decorative handles or rails, that are not combustible and that may cause damage to the cremation equipment. **Midwest Crematory, INC.** at its sole discretion, reserves the right to remove these non-combustible materials prior to cremation and to discard them with similar materials from other cremations and other refuse in a non-recoverable manner.

(Initial)

THE CREMATION PROCESS:

All cremations are performed individually. Cremation is performed by placing the body, which must be in a leak resistant, rigid cremation container with a solid bottom or hardwood casket, within the chamber where the temperature is raised to approximately 1400 to 1800 degrees Fahrenheit, and the body will be totally and irreversibly destroyed by prolonged exposure to intense heat and direct flame. I/We authorize **Midwest Crematory, INC.** to open the cremation chamber during the cremation process and reposition the remains of the deceased in order to facilitate a complete and thorough cremation. Upon completion of this cycle, all substances are consumed or driven off, except bone fragments, other materials, metals, etc. These items are then removed from the chamber. The cremated remains are then mechanically processed (pulverized). Once processed, the cremated remains are then encased in the specified receptacle. Unless a suitable urn is purchased or provided for the cremated remains, the crematory will place such cremated remains in a temporary plastic or metal container. In the event the capacity of the urn or other container is insufficient to accommodate all of the remains of the deceased, the crematory is authorized to place them in two (2) containers, and the Funeral Director and authorizing agent will be notified.

Midwest Crematory, INC. makes a prudent effort to remove and recover all of the cremated remains from the crematory chamber, processing equipment and other tools or containers. Every effort is made to avoid inadvertent or incidental commingling of minute particles or cremated remains from the residue of previous cremations. It is impossible to remove or recover all cremated remains, as some dust, bone particles and other human residue will remain on or within the equipment. It is further impossible to guarantee or warrant that some bone particles or other residue could not possibly be co-mingled with those of previously cremated remains.

(Initial)

FINAL DISPOSITION:

Cremation is not final disposition. The cremation process simply reduces the decedent's body to cremated remains weighing several pounds and with a volume of approximately 125 – 200 cubic inches. It is recommended that the urn or container be a minimum size of 200 cubic inches. The authorizing agent shall be responsible for the final lawful disposition of the cremated remains. Cremated remains may be disposed of by placing them in a grave, crypt or niche, or by scattering them in any manner whatever on private property of a consenting property owner. Therefore, **Midwest Crematory, INC.** strongly suggests that arrangements for final disposition be made at the time that the cremation arrangements are made and when the Cremation Authorization Form is completed. If the option selected for final disposition includes scattering, then the cremated remains will be disposed of by the crematory in an unrecoverable manner. If scattering is performed in a common area, then the cremated remains may be commingled with particles of other cremated remains that have been previously scattered.

(Initial)

LIMITATION OF LIABILITY:

The obligations of **Midwest Crematory, INC.** shall be limited to the cremation of the decedent and the disposition of the decedent's cremated remains as authorized on the Cremation Authorization Form. No warranties express or implied are made and damages shall be limited to the amount of the cremation fee paid.

As the Authorizing Agent(s), I (we) hereby agree to release, indemnify, defend, and hold harmless **Midwest Crematory, INC.**, its officers, agents and employees, of and from any claims, demands, causes or causes of action, and suits of every kind, nature and description, in law or equity, including any legal fees, costs and expenses of litigation, arising as a result of, based upon or connected with this authorization, including the failure to properly identify the decedent or the human remains transmitted to **Midwest Crematory, INC.** the processing, shipping and final disposition of the decedent's cremated remains, the failure to take possession of or make proper arrangements for the final disposition of the cremated remains, any damage due to harmful or explosive implants, claims brought by any other person(s) claiming the right to control the disposition of the decedent or the decedent's cremated remains, or any other action performed by **Midwest Crematory, INC.**, its officers, agents, or employees, pursuant to this authorization, excepting only acts of willful negligence.

(Initial)