

AUTHORIZATION FOR CREMATION AND DISPOSITION

Funeral Home: Hibbs Funeral Home & Cremation Care Center

Funeral Home City, State, Zip Code: Choctaw

Cremation Date: _____

OK

The undersigned, [hereinafter referred to as the "authorized representative(s)] hereby certify that they are the legal custodian(s) of the herein named deceased (hereinafter referred to as the "deceased"), having full legal authority to authorize the cremation, processing and disposition of the cremated remains of the deceased and hereby request and authorize the Crematory [hereinafter referred to as the "company"] to take possession of and carry out the cremation processing and disposition of the remains of:

NAME OF DECEASED: _____ SOCIAL SECURITY NUMBER _____

Date of Death: _____ Place of Death: _____ Time of Death: _____

In accordance with and subject to:

(A) The terms and conditions set forth in the authorization, (B) the company'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 company to make disposition of the cremated remains of the deceased as follows:

- ____ 1. Return to the funeral home in _____
- ____ 2. Return to family member who signed below
- ____ 3. Ship cremated remains via Registered Mail to: (The company and funeral home accept no liability for lost or misdelivered remains) _____
- ____ 4. Consign to earth. I understand that for a modest fee, and holding cremains for a minimum of 30 days, consignment will be made in the cemetery in an unmarked grave and cannot be recovered.
- ____ 5. Special handling: _____

A. **IDENTIFICATION:** The authorized representative(s) certify and represent that the remains delivered for cremation are those of the deceased and the authorized representative(s) further represent that they have the right to control the disposition of said remains.

B. **CREMATION CONTAINER:** The remains of the deceased will not be accepted for cremation unless they are received in a leak resistant, rigid container. The company reserves the right to accept or reject a cremation container constructed of noncombustible materials. Remains received in a noncombustible cremation container may be removed prior to cremation and placed in a combustible container, and the company reserves the right to make disposition of such noncombustible container at its sole discretion. In the event that a noncombustible cremation container is accepted for cremation, the company reserves the right to make disposition of the residue of such container at its sole discretion. The company is authorized to remove and discard handles or any other items attached to the cremation container.

C. **PERSONAL EFFECTS:** The authorized representative(s) understand that due to the nature of the cremation process certain materials, including body prostheses, dental bridgework, dental fillings, or other personal articles accompanying the remains will either be destroyed or will not be recoverable. Accordingly, the authorized representative(s) represent and warrant to the company that such materials (I) have been removed from the remains, (II) may be removed from the remains unless otherwise directed in writing by the authorized representative(s), or (III) may be destroyed by the cremation process.

THE AUTHORIZED REPRESENTATIVE(S) CERTIFY THAT THE REMAINS OF THE DECEASED () DO () DO NOT CONTAIN ANY TYPE OF IMPLANTED MECHANICAL DEVICE.

In the event the remains of the deceased do contain such a device, the authorized representative(s) hereby authorize and instruct the company, its agents and employees to contact the funeral home to ensure the removal of any and all mechanical device from the remains, by surgical incision if required, prior to the commencement of the cremation process. The authorized representative(s) also agree to indemnify the company, the funeral home, and their affiliates, 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). If no instruction for disposition of a mechanical device is given herein, the company is authorized to dispose of such device at its sole discretion.

D. **AFTER CREMATION CONTAINER:** Cremated remains consist primarily of bone fragments, which are reduced to permit their placement in an urn or other suitable container. Unless a suitable container is purchased for the cremated remains of the deceased, the company will place such remains in a container which is designed for short term use. In the event the capacity of the urn or other container is insufficient to accommodate all of the remains of the deceased, the company will return any such remains in a separate package unless otherwise instructed in writing by the authorized representative(s).

Initials: _____

E. **COMMINGLING OF ASHES:** THE AUTHORIZED REPRESENTATIVE(S) UNDERSTAND THAT, EVEN WITH THE EXERCISE OF REASONABLE CARE AND THE USE OF ITS BEST EFFORTS, THE COMPANY MAY NOT BE ABLE TO RECOVER ALL THE PARTICLES OF THE CREMATED REMAINS OF THE DECEASED AND SOME PARTICLES MAY INADVERTENTLY BECOME COMMINGLED WITH PARTICLES OF OTHER CREMATED REMAINS. THE AUTHORIZED REPRESENTATIVE(S) HEREBY EXPRESSLY AUTHORIZE THE INCIDENTAL OR INADVERTENT COMMINGLING OF PARTICLES OF CREMATED REMAINS OF THE DECEASED WITH PARTICLES OF OTHER CREMATED REMAINS IN THE CREMATION CHAMBER AND/OR OTHER DEVICES UTILIZED TO REDUCE THE CREMATED REMAINS AND THE DISPOSITION OF ANY REMAINING PARTICLES OF CREMATED REMAINS OF THE DECEASED AT THE SOLE DISCRETION OF THE COMPANY.

Initials: _____

F. **DISPOSITION:** THE AUTHORIZED REPRESENTATIVE(S) AGREE THAT IF PERMAENT ARRANGEMENTS FOR FINAL DISPOSITION OF THE CREMATED REMAINS ARE TO BE CARRIED OUT BY THE AUTHORIZED REPRESENTATIVE(S) OR THEIR DULY AUTHORIZED AGENT, AND SUCH ARRANGEMENTS HAVE NOT BEEN COMPLETED WITHIN 120 DAYS AFTER THE DATE OF THE AVAILABILITY OF SUCH CREMATED REMAINS FOR FINAL DISPOSITION, THE COMPANY OR THE FUNERAL HOME SHALL GIVE ANY WRITTEN NOTICE WHICH IS REQUIRED BY APPLICABLE STATE LAW, THROUGH REGULAR MAIL TO THE ADDRESS LISTED BELOW, THEREFORE THE COMPANY OR FUNERAL HOME IS AUTHORIZED AND DIRECTED TO DISPOSE OF THE CREMATED REMAINS IN ANY MANNER IT MAY DEEM SUITABLE, EITHER (i) 120 DAYS AFTER SUCH WRITTEN NOTIFICATION, IF WRITTEN NOTICE IS REQUIRED, OR (ii) 120 DAYS AFTER THE AVAILABILITY OF SUCH CREMATED REMAINS FOR FINAL DISPOSITION, IF WRITTEN NOTICE IS NOT REQUIRED.

Initials: _____

G. **LIABILITY:** The obligation of the company shall be limited to the cremation of the remains of the deceased and the disposition of the cremated remains as directed herein. The authorized representative(s) agree to release and hold the company, the funeral home, its affiliates and their agents, employees and designee harmless from any and all loss, damages, liability, judgments or causes of action (including attorney's fees and expenses of litigation) in connection with the cremation and disposition of the cremated remains as authorized herein or the failure of the authorized representative(s) to identify properly the remains of the deceased or take possession of or make permanent arrangements for the disposition of such remains.

THE PARTIES HEREBY AGREE THAT ANY DAMAGES, INCLUDING DAMAGES FOR ECONOMIC LOSS AND EMOTIONAL DISTRESS AND OTHER COMPENSATORY OR PUNITIVE DAMAGES ARISING OUT OF THE ACTIONS OF THE PARTIES OR THE TRANSACTION OR EVENTS RELATING DIRECTLY OR INDIRECTLY THERETO ARE DIFFICULT TO DETERMINE AND IN LIEU THEREOF AGREE THAT LIQUIDATED DAMAGES IN THE AMOUNT OF THE COST OF THE CREMATION PROVIDED FOR HEREIN SHALL APPLY IN LIEU THEREOF.

THE COMPANY DOES NOT MAKE OR PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE IDENTITY OF THE REMAINS, THE ACCOMPLISHMENT OF ANY GENERAL OR SPECIFIC RESULT OR THE METHODS OR PROCEDURES USED IN THE CREMATION PROCESS.

SIGNATURE OF PERSON(S) AUTHORIZING CREMATION AND DISPOSITION

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip Code: _____

Relationship: _____ Phone: _____ Relationship: _____ Phone: _____

SIGNATURE(S) WITNESS BY: _____ From: Hibbs Funeral Home & Cremation Care Center

CREMATION RELEASE

This is to certify that Hibbs Funeral Home & Cremation Care has delivered the remains of _____
to Hibbs Funeral Home and Cremation Care on _____

Authorized Crematory Representative

Funeral Director or person in charge of cremation
DOC 140111B (R 12/21)