



CREMATION AND DISPOSITION AUTHORIZATION

This is a **legal document** that contains important provisions concerning cremation. Please read it carefully and ask us any questions you may have. **Cremation is an irreversible and final process.**

The cremation, processing and disposition of the remains of the Decedent shall be performed in accordance with all governing laws, and the policies, procedures and requirements of Jost Funeral (the "Funeral Home"), or any agent of the Funeral Home, and Jost Crematory (the "Crematory").

If there are any changes to this document by the Authorizing Agent(s), this authorization must be re-signed by the Authorizing Agent(s). Phone calls or other electronic methods are not acceptable.

Legal Name of Decedent (the "Decedent"): _____ File No: _____

Date of Birth: _____ Place of Birth: _____ SST Disc No: _____

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

Social Security No: _____ Marital Status: S M W D Sex: Male Female Age: _____

Embalmed? Yes No Did death occur from an infectious or contagious disease pursuant to K.A.R. 63-3-10? Yes No

Initials of Authorizing Agent(s): _____

IDENTIFICATION OF THE DECEDENT

We believe our cremation identification policy and careful procedures help to ensure that cremations under our care and control are conducted properly. Cremation is an irreversible process. Where there is human involvement, there is the ever-present potential for human error. While extremely rare, hospital staff, nursing home staff, coroner staff and others are subject to error in the identification of the Decedent. **Consequently, we ask for a positive identification of the Decedent prior to the cremation process.**

Please check the appropriate option(s) and initial below:

- The Authorizing Agent(s) agree(s) to view the remains for the purpose of confirming the positive identification of the Decedent. When a visitation with viewing is not already planned, identification is to be scheduled in our facility between the hours of 9:00 a.m. to 4:00 p.m. When embalming is not selected, there is only a very limited time that the body may be transferred out of refrigeration for identification. Therefore, we respectfully request that the identification process last **NO MORE THAN 30 MINUTES**. Prior to the identification process, the Decedent will be cleansed and the mouth and eyes will be closed using standard mortuary procedures. To minimize movement of the Decedent, the identification will occur in the container that will shelter the Decedent prior to cremation and will later be consumed in the cremation process.
- The Authorizing Agent(s) has/have signed a properly executed *Witness to the Transfer of Human Remains* document, signed at the place of death, and accept(s) it as confirmation, in lieu of, an in-person, visual identification of the Decedent.
- The Authorizing Agent(s) appoint(s) _____ as the Appointed Representative to view and positively identify the body of the Decedent.
- The Authorizing Agent(s) authorize(s) the Funeral Home to photograph the remains of the Decedent for the purpose of identification. The Authorizing Agent(s) further agree(s) to examine the photograph(s) taken by the Funeral Home of the remains to confirm a positive identification of the Decedent. Photograph(s) will be maintained as a permanent part of the Decedent's file with the Funeral Home.
- The Authorizing Agent(s) will accept the identification of the county coroner/medical examiner when the death falls under the jurisdiction of its office as positive identification of the Decedent and further agrees to indemnify and hold harmless the Funeral Home and the Crematory from any and all claims or causes of action that may arise from such decision.

Initials of Authorizing Agent(s): _____

AUTHORITY OF AUTHORIZING AGENT

According to statute K.S.A. 65.1734, authority to cremate should be determined by **all representatives** of the authorizing class listed below. The Authorizing Agent(s) warrant(s) and represent(s) to the Funeral Home and the Crematory that the relationship between the Authorizing Agent(s) and the Decedent is as follows: *Please check the appropriate category and initial below:*

- The representative appointed by the Decedent to have the right of disposition (as established by a durable power of attorney for health care decisions).
- The spouse of the Decedent.
- The surviving adult child or children of the Decedent.
- The surviving parent or parents of the Decedent.
- The surviving sibling or siblings of the Decedent.
- The surviving grandparent or grandparents of the Decedent.
- The surviving next of kin of closest relation to the Decedent as _____ with there being no surviving spouse, children, parents, siblings, minor children or grandparents.
- The personal guardian or representative of the Decedent at the time of death.
- In the absence of any of the above, by order of District Court.

If the Decedent died during active military service, the person authorized to direct disposition, as listed on the Decedent's DD Form 93, or its successor form, shall take priority over all other persons described above.

The Authorizing Agent(s) acknowledge(s) that the Funeral Home and the Crematory are relying upon the accuracy and truthfulness of the representation of the Authorizing Agent(s) made above. The Authorizing Agent(s) agree(s) to indemnify and hold harmless the Funeral Home and the Crematory from any and all claims or causes of action arising or related to my/our designation above.

Initials of Authorizing Agent(s): _____

THE CREMATION PROCESS

The cremation of the Decedent's remains may take place before or after ceremonies to memorialize the Decedent. Cremation is performed by placing the Decedent in a combustible casket or container and then placing the casket or container into a cremation chamber. Through intense heat and flame (1400 to 1800 degrees Fahrenheit), the body and the container are reduced to basic components referred to as cremated remains. Upon completion of the cremation cycle, all substances are consumed, except bone fragments (calcium compounds), metal (including bridgework, orthopedic implants and materials from the casket or container) and other non-human material.

Following an appropriate cooling period, the cremated remains (consisting of bone fragments, metal, etc.) are then removed and swept from the chamber. The Crematory makes a reasonable effort to remove all of the cremated remains from the cremation chamber, but it is impossible to remove all of them, as some dust and other residue from the process are always left behind.

After the cremated remains are removed from the cremation chamber, all non-combustible materials (insofar as possible), such as bridgework, orthopedic implants and materials from the casket or container (i.e., hinges, latches, screws, etc.), will be separated and removed from the human bone fragments by visible or magnetic selection and will be disposed of by the Crematory with similar materials from other cremations in a non-recoverable manner (*see Recycling of Implants and/or Crematory Metals*), so that the human bone fragments will remain. The cremated remains are then mechanically processed (pulverized) into granulated particles of unidentifiable dimensions, virtually unrecognizable as human remains, prior to placement into the urn or container.

Once processed, the cremated remains are then placed into a specified urn or container as selected or provided by the Authorizing Agent(s). The Crematory makes every reasonable and prudent effort to remove and recover all of the cremated remains from the cremation chamber, processing equipment and other subsequent tools or containers. It is impossible to remove or recover all cremated remains, as some bone particles and other residue will remain on or within the equipment. In addition, while every effort will be made to avoid commingling, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremations is a possibility. The Authorizing Agent(s) understand(s) and accept(s) this fact.

As Authorizing Agent(s), I/we have read and understand the description of the cremation process and authorize the cremation, processing and pulverization of the remains of the Decedent.

Initials of Authorizing Agent(s): _____

TIME OF CREMATION AND WITNESS TO THE CREMATION PROCESS

The Crematory is authorized to perform the cremation upon receipt of the Decedent, at its discretion, and according to its own time schedule, as work permits, without obtaining any further authorization or instructions. Yes No

If no, then the cremation shall take place: _____.

I/We will will not witness the beginning of the cremation process.

Witnessing a cremation can be an emotional experience. Witnesses are assuming the risks involved and fully release the Funeral Home and Crematory from any liability. *No person may witness a cremation unless they, or someone legally authorized on their behalf, has executed an approved Cremation Witness Consent Form.* This form shall be signed prior to witnessing the start of the cremation process at the Crematory. This form will not be required for those witnessing as part of a religious or cultural ceremony.

The Crematory shall contact the following Authorizing Agent or Appointed Representative to schedule a date and time to witness the start of the cremation process:

Name: _____ Phone: _____

The Authorizing Agent(s) give(s) the above named person the authority to *name and notify those persons who shall witness the start of the cremation process.* It is understood that the above named person will be present at the Crematory at the mutually agreed upon date and time.

Initials of Authorizing Agent(s): _____

IMPLANTED DEVICES

Mechanical devices, pacemakers, defibrillators, implants and certain nuclear medicine residues in the Decedent may create a potentially hazardous condition when subjected to intense heat. The Crematory has the right not to cremate human remains which contain certain implants or if the Decedent was previously treated with Strontium 89. *It is the responsibility of the Authorizing Agent(s) to notify the Crematory and the Funeral Home of any pacemaker or hazardous implant. Failure to do so will result in liability for all resulting damages.* The following list describes all devices which may be implanted in or attached to the Decedent.

Description of Devices: _____ Removed by: _____

Please check the appropriate category and initial below:

- The remains of the Decedent do not contain any of the Devices described above.
- As Authorizing Agent(s), I/we instruct the Funeral Home to remove the pacemaker and/or defibrillator. It is the sole responsibility of the Authorizing Agent(s) to find, choose and compensate the appropriate professional(s) to perform any other requested implant removal(s). Unless otherwise indicated below, the Funeral Home and/or Crematory will dispose of all such Devices (*see Recycling of Implants and/or Crematory Metals*).

Initials of Authorizing Agent(s): _____

PERSONAL PROPERTY

All personal property and effects that may be delivered with the remains of the Decedent to the Crematory (including jewelry, eyeglasses, clothing, etc.) will be destroyed in the cremation process or otherwise disposed of by the Crematory in a non-recoverable manner, unless specific instructions are given by the Authorizing Agent(s) below:

Items to be returned to Authorizing Agent(s): _____

Initials of Authorizing Agent(s): _____

RECYCLING OF IMPLANTS AND/OR CREMATORY METALS

All metallic remnants, such as bridgework, orthopedic implants and materials from the casket or container (i.e., hinges, latches, screws, etc.), that have been separated and removed from the cremated remains (*see Cremation Process*), will be gathered along with similar materials from other cremations and sent to an approved facility for recycling.

Yes No If no, items to be returned to the Authorizing Agent(s): _____

Initials of Authorizing Agent(s): _____

CASKET / CONTAINER

The Crematory requires that the body of the Decedent be delivered to the Crematory in a suitable container to provide dignity for the Decedent and safety for the crematory staff. This container must meet the following standards: (1) be composed of readily combustible materials suitable for cremation; (2) be capable of closing to provide a complete covering for the Decedent; (3) be resistant to leakage or spillage; (4) be rigid enough for handling with ease; and, (5) be able to provide protection for the health, safety and personal integrity of crematory personnel. **The Crematory does not accept metal, plastic or fiberglass containers or caskets for cremation.** Many caskets that are comprised primarily of combustible material also contain some exterior parts (decorative handles or rails) that are not combustible and may cause damage to the cremation equipment. The Crematory, at its sole discretion, reserves the right to remove these non-combustible materials prior to cremation and to dispose of them in a non-recoverable manner.

Casket or container selected: _____

Rental Casket Disclosure: The Authorizing Agent(s) understand(s) that the casket being used for the services of the Decedent is a rental casket, that it may have been used before and may be used again, and that the body of the Decedent will be transferred from the rental casket in the removable rigid container for the cremation process. **Embalming is required for use of the rental casket.**

Initials of Authorizing Agent(s): _____

URNS / CONTAINERS

After the cremated remains have been processed, the cremated remains will be placed in a designated urn or container. The Crematory will make a reasonable effort to place all of the cremated remains in the urn or container. In the event the urn or container provided is insufficient to accommodate all of the cremated remains, the excess will be placed in a secondary container and will be handled according to disposition instructions in this document.

Urn or container selected: _____

Initials of Authorizing Agent(s): _____

FINAL DISPOSITION

Cremation is not the final disposition, nor is placing the cremated remains in storage at the funeral home final disposition. **PROVISIONS MUST BE MADE FOR THE FINAL DISPOSITION OF THE CREMATED REMAINS.** Therefore, the Funeral Home strongly suggests that arrangements for the final disposition be made when the cremation arrangements and the cremation authorization are completed. Your informed decision can minimize survivor trauma, ease the passage through the stages of grief, and provide a focal point of memories for generations to come. At the conclusion of the cremation, the cremated remains will be processed and placed in the designated urn or container and handled as specified. *Please check the appropriate option and initial below:*

- The cremated remains shall be released to the Authorizing Agent(s) or a designated representative. **ONLY** those named below will be allowed to take possession of the cremated remains. Positive identification (government issued photo identification card) must be shown at the time of pick-up from the Funeral Home or the Crematory. **THERE ARE NO EXCEPTIONS.**

Name(s) and Phone Number(s): _____

Authorizing Agent(s) or designated representative agree(s) to pick up within 10 days after notification. **The cremated remains are to be picked up, by appointment only, between the hours of 8:00am-4:30pm, Monday-Saturday.**

- Deliver the cremated remains to _____,
Day _____, Date _____, Time _____.

- Deliver the cremated remains to the U.S. Postal Service for shipment by USPS "Priority Mail Express" to:
Name _____ Address _____
City _____ State _____ Zip Code _____ Phone _____

If this option is selected, the Authorizing Agent(s) assume(s) all liability that may arise from such shipment, and further agree(s) to indemnify and hold harmless the Funeral Home and the Crematory from any and all claims or causes of action that may arise from such shipment.

- Other _____

UNCLAIMED CREMATED REMAINS. Pursuant to K.S.A. 65-1732, in the event that cremated remains are not picked up within **120** days of the cremation, and after written notification to the Authorizing Agent(s), the Funeral Home is authorized to place the cremated remains in a dedicated cremation area at Gnadenu Cemetery, at any time thereafter. **The Authorizing Agent(s) agree(s) to reimburse the Funeral Home upon receipt of an invoice for this service.**

Initials of Authorizing Agent(s): _____

SIGNATURE OF AUTHORIZING AGENT(S)

The Authorizing Agent(s) acknowledge(s) that the Funeral Home and the Crematory are relying upon the representations being made by the Authorizing Agent(s) in this document. The Authorizing Agent(s) certifies/certify that all of the information and statements contained in this Authorization are accurate and no omission of any material fact has been made. The Authorizing Agent(s) agree(s) to indemnify and hold harmless the Funeral Home and the Crematory, their officers, directors, agents and employees, from any and all claims, demands, actions, liability, or suits of any kind or nature whatsoever, including, but not limited to, any legal fees arising out of or resulting from the Funeral Home's and the Crematory's reliance on or performance consistent with the directions, declarations, statements, representations and agreements contained in this Authorization.

The cremation process will not take place until ALL Authorizing Agents' signatures have been obtained and there are NO objections.

Executed at _____ on this _____ day of _____, _____.

SIGNATURE _____ Print Name _____ Relationship _____

Address _____ Phone _____

SIGNATURE _____ Print Name _____ Relationship _____

Address _____ Phone _____

SIGNATURE _____ Print Name _____ Relationship _____

Address _____ Phone _____

SIGNATURE _____ Print Name _____ Relationship _____

Address _____ Phone _____

SIGNATURE _____ Print Name _____ Relationship _____

Address _____ Phone _____

SIGNATURE _____ Print Name _____ Relationship _____

Address _____ Phone _____

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Authorization. Each party may execute an electronic/facsimile counterpart signature page to be followed by an original counterpart. Each such electronic/facsimile counterpart signature page shall constitute a valid and binding obligation of the party signing such electronic/facsimile counterpart.

If the Authorizing Agent(s) does/do not personally appear to sign as such, certification by a Notary Public is required and provided for below.

STATE OF _____)

COUNTY OF _____)

Before me, personally appeared _____ who executed this document and was known by me personally or proved to me on the basis of satisfactory evidence (copy attached hereto) on the _____ day of _____, 20 _____.

Notary Public

My Commission expires: _____

Seal attached here

FUNERAL HOME REPRESENTATIVE

Signature of Funeral Home Representative

Date

Funeral Director

License #