

# Brigham Funeral Chapel

## AUTHORIZATION FOR CREMATION AND DISPOSITION

Phone: 989-352-5400/ Fax: 989-352-5484/ Email: bfclakeview@yahoo.com

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

I/We, the undersigned, certify, warrant and represent that I/we have the full legal right and authority, and know of no living person who objects to the matters set forth herein or has a superior priority right under state law to authorize the cremation, processing and disposition of the remains of \_\_\_\_\_ (hereinafter referred to as the "Deceased").

(Name of Deceased – LAST, First Middle)

Date of Birth \_\_\_\_\_ Date of Death \_\_\_\_\_

I/We further certify, warrant and represent that I/we am/are not aware of any objection to the cremation of the Deceased's remains by anyone in the same class of legally authorized person as myself/ourselves or in a higher priority class of legally authorized person. \_\_\_\_\_ Cremation will be completed within 3 \_\_\_\_\_ (Initial)

business days following receipt by Crematory of all required approvals. **Legally Authorized Person** \_\_\_\_\_ Arranger \_\_\_\_\_ (Initial) (Initial)

I/We hereby request and authorize Brigham Funeral Chapel (hereinafter referred to as the "Funeral Home") to take possession of and make arrangements for the cremation of the remains of the Deceased at **Sunset Memorial Gardens and Crematory** (Name of Crematory)

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone Number \_\_\_\_\_ (hereinafter referred to as the "Crematory"), and I/we give the Crematory the authority to cremate the remains of the Deceased.

I/We hereby authorize the Crematory to return the cremated remains of the Deceased to the possession and custody of the Funeral Home. I/We understand that the services and obligations of the Crematory shall be fulfilled when the cremated remains of the Deceased are returned to the possession and custody of the Funeral Home. I/We hereby authorize the Funeral Home to arrange for the disposition of the cremated remains of the Deceased as follows:

Is special handling required:  Yes  No Describe: \_\_\_\_\_

Description of urn or minimum acceptable container selected: **Temporary Container** Suitable for Shipping:  Yes  No

Deliver to \_\_\_\_\_ (Name and Address of Cemetery)

Release to the following individual(s): \_\_\_\_\_ (Name of Designated Individuals to Receive Cremated Remains)

Scattering at Sea by Funeral Home or Funeral Home's Agent \_\_\_\_\_

Ship Via **U.S Priority Mail Express\***

To: Name \_\_\_\_\_ Address \_\_\_\_\_

Other \_\_\_\_\_

**\*Funeral Home and Crematory are not responsible for any loss or damage of cremated remains shipped via Priority Mail Express with the United States Postal Service. I/We agree to release and hold Funeral Home and Crematory harmless from any and all claims related to such shipping.**

The undersigned acknowledges and agrees that the cremation, processing and disposition of the remains of the Deceased authorized herein shall be subject to the following terms and conditions:

1. The remains of the Deceased will not be accepted for cremation unless received by the Crematory in a combustible, leak resistant, rigid cremation container. The Crematory is authorized to remove and dispose of handles, ornaments and any other noncombustible items attached to the cremation container prior to cremation. In the event the remains of the Deceased are received by the Crematory in a casket or other container constructed of metal, fiberglass, or other noncombustible materials, I/we authorize the remains of the Deceased to be removed prior to cremation and placed in a combustible cremation container. I/We further authorize the Funeral Home or Crematory to make disposition of any such noncombustible casket in any lawful manner it deems appropriate. **Description of cremation container selected:** Minimum Cardboard Container
2. Mechanical or radioactive devices implanted in the remains of the Deceased (such as pacemakers, etc.) may create a hazard when placed in the cremation chamber. The Crematory will not cremate any human remains which contain any type of implanted mechanical or radioactive device. In the event the remains of the Deceased contain such a device, I/we hereby authorize the Funeral Home, its agents and associates, to remove any such mechanical devices from the remains of the Deceased prior to cremation, and dispose of such items at its discretion. I/WE HEREBY CERTIFY THAT THE REMAINS OF THE DECEASED **DO** \_\_\_\_\_ **DO NOT** CONTAIN ANY TYPE OF IMPLANTED MECHANICAL OR RADIOACTIVE DEVICE. (Please Initial One)

Listed below are all implanted mechanical and radioactive devices which the Funeral Home is authorized to remove from the remains of the Deceased prior to cremation and dispose of as indicated:

Description of Implanted Device	Disposition
_____	_____
Description of Implanted Device	Disposition

If no instruction for disposition is given, such items may be disposed of at the discretion of the Funeral Home.

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(Name of Deceased – LAST, First Middle)

(Date of Birth)

(Date of Death)

3. I/We acknowledge that neither the Funeral Home nor the Crematory is responsible for removing any item of value (such as jewelry) from the remains prior to the cremation process, and I/We agree to hold harmless Funeral Home and Crematory from any liability for the destruction or loss of any such item.
4. I/We understand that certain items, including, but not limited to, body prostheses, dentures, dental bridgework, dental fillings, jewelry, and other personal articles accompanying the remains of the Deceased, may be destroyed during the cremation process. I/We authorize that if any items, other than the cremated remains of the Deceased, are recovered from the cremation chamber, they may be separated from the cremated remains of the Deceased and disposed of by the Crematory. I/We further hereby authorize the Crematory to separate and remove from the cremation chamber all noncombustible materials, including, but not limited to, hinges, latches, nails, jewelry and precious metals, and to dispose of such materials.
5. Following cremation, the cremated remains of the Deceased, consisting primarily of bone fragments, will be mechanically pulverized to an unidentifiable consistency prior to placement in an urn or other container.
6. In the event the urn or container is insufficient to accommodate all of the cremated remains of the Deceased, any excess cremated remains will be placed in a secondary container and returned to the Funeral Home, together with the primary urn or container.
7. I/We understand and acknowledge that, even with the exercise of reasonable care and the use of the Crematory's best efforts, it is not possible to recover all particles of the cremated remains of the Deceased, and that some particles may inadvertently become commingled with particles of other cremated remains remaining in the cremation chamber and/or other devices utilized to process the cremated remains. I/We hereby authorize the Crematory to dispose of any such residual particles in any lawful manner it deems appropriate.
8. In the event the cremated remains of the Deceased remain unclaimed for a period of 30 days after the cremated remains are available to be retrieved by the person designated on the Authorization for Return of Cremated Remains form, the Funeral Home shall give written notice by Certified Mail to me/us and to the person designated on the Authorization for Return of Cremated Remains form. I/We agree that in the event the cremated remains of the Deceased remain unclaimed for a period of 30 days after the date such written notification is mailed, the Funeral Home is authorized and directed to mail the unclaimed cremated remains of the Deceased by Priority Mail Express via United States Postal Service to the individual designated on the Authorization for Return of Cremated Remains form.
9. I/We agree to indemnify, release and hold the Crematory, Funeral Home, their affiliates, agents, employees and assigns, harmless from any and all loss, damages, liability or causes of action (including attorneys' fees and expenses of litigation) in connection with the cremation and disposition of the cremated remains of the Deceased, as authorized herein, or my/our failure to correctly identify the remains of the Deceased, disclose the presence of any implanted mechanical or radioactive devices, or take possession of, or make permanent arrangements for, the disposition of such remains.
10. Except as set forth in this Authorization, no warranties, expressed or implied, are made by the Funeral Home, Crematory, or any of their respective affiliates, agents, or employees.

**SIGNATURE OF PERSON(S) AUTHORIZING CREMATION AND DISPOSITION**

I/We warrant that all representations and statements made herein are true and correct, and that I/we have read and understand the provisions contained in this document.

Signature \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name Relationship to Deceased  
 Address \_\_\_\_\_  
 Street City State Zip Tel. No. ( ) \_\_\_\_\_

Signature \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name Relationship to Deceased  
 Address \_\_\_\_\_  
 Street City State Zip Tel. No. ( ) \_\_\_\_\_

WITNESS \_\_\_\_\_  
 Signature \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name Date \_\_\_\_\_, 20\_\_\_\_  
 Brigham Funeral Chapel  
 9977 W. Howard City-Edmore Rd Lakeview Michigan 48850  
 Name and Address of Funeral Home

# Release Authorization

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<b>Name of Decedent (the “Decedent”)</b>			
<b>Date of Death</b>		<b>Date of Birth</b>	
<b>Name of Funeral Home (the “Funeral Home”)</b>	<b>Brigham Funeral Chapel</b>		

I, the undersigned, hereby authorize and request \_\_\_\_\_  
(Name of place of death or funeral home with custody of the Decedent)

\_\_\_\_\_  
(Address of place of death or funeral home with custody of the Decedent)

release/transfer the remains of the Decedent to **Brigham Funeral Chapel**,  
(Name of funeral home or institute assuming custody of the Decedent)

\_\_\_\_\_  
(Address of funeral home or institute assuming custody of the Decedent)

I acknowledge and agree that this release authorization permits the Funeral Home to use the services of other funeral home/affiliates, or other independent contractors in connection with the transfer of the Decedent from the place of death or Funeral Home.

I represent that I have legal authority to give this authorization. I agree to indemnify and hold harmless the Funeral Home, its affiliates and their agents and employees from any and all liability or claim which may arise as a result of this release authorization.

<b>Print Name</b>		<b>Relationship to the Decedent</b>	
<b>Signature</b>		<b>Date</b>	
<b>Funeral Home Representative Name</b>	<b>Jodie Nowak</b>		
<b>Signature</b>		<b>Title</b>	

**If authorization is oral, complete the following:**

<b>Authorization Received From</b>			
<b>Phone Number</b>		<b>Relationship to the Decedent</b>	
<b>Date Obtained</b>		<b>Time Obtained</b>	
<b>Received By</b>		<b>Title</b>	

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