



CREMATION SOCIETY OF BERKS COUNTY, INC.

Daniel R. Amoroso, Supervisor

AUTHORIZATION FOR CREMATION AND DISPOSITION

Cremation # _____ Coroner's Authorization # _____ Cremation Date _____

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 Cremation Society of Berks County, Inc. (hereinafter referred to as the "Company"), to take possession of and carry out the cremation,

Processing and disposition of the remains of: _____

Date of Death: _____ Place of Death(Twp/Boro. & State): _____ Time of Death: _____ Age: _____ Race: _____

In accordance with and subject to:

- (a) The terms and conditions set forth in this Authorization.
 - (b) The Company's rules and regulations.
 - (c) Any applicable state or local laws, rules or regulations.
- Upon completion of the cremation, the cremated remains shall be placed into a:**
- Temporary Container Urn(s) _____

- A. 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. The Authorized Representative(s) understand that due to the nature of the cremation process, certain materials, including body prostheses, dental bridgework, dental fillings, or 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 and disposed of by the Company unless otherwise directed in writing by the Authorized Representative(s), or (iii) may be destroyed by the cremation process.
- C. Mechanical devices implanted in the Deceased may create a hazardous condition when placed in a cremation chamber. Company will not, therefore, cremate any human remains which contain any type of implanted mechanical device.

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 secure the removal of any and all mechanical device(s) from the remains prior to commencement of the cremation process. The Authorized Representative(s) also agree to indemnify the Company, 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). If no instruction for disposition of a mechanical device is given herein, the Company is authorized to dispose of such a device at its sole discretion.

- D. **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 CREMATED 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). 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 REMAINING 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.** _____ (Initial)
- E. **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 SUCH ARRANGEMENTS HAVE NOT BEEN COMPLETED WITHIN 120 DAYS AFTER THE DATE OF THE AVAILABILITY OF SUCH CREMATED REMAINS FOR FINAL DISPOSITION, THE COMPANY SHALL MAIL THE CREMATED REMAINS TO THE REPRESENTATIVE(S). IF THAT IS NOT AN OPTION DUE TO ADDRESS CHANGE OR THE RETURN OF CREMATED REMAINS BY MAIL, THE COMPANY WILL GIVE ANY WRITTEN NOTICE WHICH IS REQUIRED BY THE APPLICABLE STATE LAW, THEREAFTER, THE COMPANY 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 NOTICE IS REQUIRED, OR (II) 120 DAYS AFTER THE AVAILABILITY OF SUCH CREMATED REMAINS FOR FINAL DISPOSITION, IF WRITTEN NOTICE IS NOT REQUIRED.** _____ (Initial)
- F. **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, its affiliates and their agents, employees and assigns, harmless from any and all loss, damages, liability, judgments or cause of action (including attorney's fees and expenses or 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 HERETO 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 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.

SPECIAL HANDLING INSTRUCTIONS: _____

SIGNATURE OF PERSON(S) AUTHORIZING CREMATION AND DISPOSITION

Signature _____ Relationship _____ Address _____

Print Name _____ Phone Number _____