



THE NEBRASKA CREMATION SOCIETY

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GREGORY L. NABITY, CREMATIONIST AND FUNERAL DIRECTOR

CREMATION AND DISPOSITION AUTHORIZATION

This Cremation and Disposition Authorization Form must be completed in its entirety for each cremation of human remains prior to the scheduling and/or starting of the cremation process. **THIS IS A LEGAL DOCUMENT. READ IT CAREFULLY.** Cremation will take place in accordance with all rules and regulations of the Designated Crematory and in accordance with all applicable Federal, State and County laws. We want you to fully understand the information in this Form and we are pleased to answer your questions.

This Cremation and Disposition Authorization Form is not a contract for cremation services. A separate contract will be required to purchase the services of The Nebraska Cremation Society.

1. IDENTIFICATION OF DECEDENT

Name of Decedent: _____

Date of Death: _____ Place of Death: _____

Sex: _____ Age: _____ Height _____ Weight _____ Race: _____

Cremation is irreversible and verification of the identity of the decedent is required before it can take place. The following method was used for this purpose:

_____ The Authorizing Agent has viewed the remains and positively identified them as the decedent named above.

_____ Other (specify in detail)

Initials _____

Name of Decedent _____

2. AUTHORIZING AGENT REPRESENTATION

I certify that the decedent is survived by the following heirs:

Spouse: ___ Yes ___ No Name of Surviving Spouse: _____

Children: ___ Yes ___ No Name of all surviving children: _____

Parents: ___ Yes ___ No Name of surviving parents: _____

If all responses are NO, the person(s) in the next degree of kinship to the decedent is (are):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

3. AUTHORIZING AGENT CERTIFICATION

Authorizing Agent certifies that the relationship between the Authorizing Agent and the Decedent is as follows:

- ___ Surviving spouse of Decedent at time of death
- ___ Adult child of the Decedent
- ___ Parents or sole surviving parent of the Decedent
- ___ Siblings or sole surviving sibling of the Decedent
- ___ Legal guardian of a minor aged child of the Decedent
- ___ A person with the next degree of kinship to the Decedent not listed above
- ___ A person, other than a surviving heir, who possesses legal authority and power to control disposition and cremation according to the laws of the State of Nebraska

Name of Authorizing Agent: _____

Address of Authorizing Agent: _____

City: _____ State: _____ Zip: _____

I (we) certify that I (we) have equal legal rights in accordance with applicable laws in the State of Nebraska to authorize the cremation and disposition of the Decedent. I (we) knowingly and willingly surrender my (our) rights to authorize and control the cremation and disposition of the Decedent and direct the Authorizing Agent listed above to act in my (our) behalf.

Name: _____ Relationship to Decedent: _____

Signature: _____ Date: _____

Name: _____ Relationship to Decedent: _____

Signature: _____ Date: _____

Name: _____ Relationship to Decedent: _____

Signature: _____ Date: _____

Separate authorizations, if necessary, shall be attached to this Cremation and Disposition Authorization Form and shall be considered as part of this Form.

Initials _____

Name of Decedent _____

4. AUTHORIZING AGENT INSTRUCTIONS

The Authorizing Agent instructs The Nebraska Cremation Society and Designated Crematory to carry out all instructions set forth in this Cremation and Disposition Authorization Form.

5. DESIGNATED CREMATORY IDENTIFICATION

The Authorizing Agent directs The Nebraska Cremation Society to name the crematory listed below as the Designated Crematory:

Douglas Trade Service and Crematory 1217 S. 75th Street Omaha, NE 68124 402-884-6840

6. PACEMAKERS, IMPLANTS, MECHANICAL DEVICES

These and other similar medical devices may create a hazardous condition when placed into a cremation chamber and subjected to heat and direct flame and must be removed prior to making delivery of the Decedent to the Designated Crematory. This applies only to those items which contain a **battery or other explosive or radiological device**. If the presence of any such device is not disclosed, Authorizing Agent will be liable for damages to the crematory and/or crematory personnel. This advisory **does not** apply to metallic joint replacements, metallic plates, screws, or other orthopedic implements.

_____ The Decedent does **not** contain any of the devices/materials described above.

OR

_____ As Authorizing Agent, I instruct The Nebraska Cremation Society to remove or arrange for the removal of each device listed above and acknowledge that a charge may be made for services in removing said devices. Devices will be disposed of by The Nebraska Cremation Society in accordance with generally accepted mortuary practices.

7. WITNESSES

Witnessing a cremation can be an emotional experience. Witnessing must take place while a licensed funeral director is present. Witnesses assume all risks involved and fully release The Nebraska Cremation Society, Pruss-Nabity Funeral Home, and Designated Crematory from any liability, claims of mental or emotional distress, loss, harm or other claims. Witnessing can only take place with the written permission of the Authorizing Agent and may include witnessing the delivery of the Decedent to the crematory, placing the Decedent in the cremation chamber, and/or the removal of the Decedent from the cremation chamber. **There is an extra fee for witnessed cremations.**

Authorizing Agent to initial: _____ Permit witnessing _____ Do **not** permit witnessing
_____ Name(s) of person(s) authorized to witness the cremation of the above named Decedent:

8. VISITATION AND TRIBUTE CEREMONIES

Cremation may only take place after all ceremonies and visitations have occurred. Prior to the cremation of the Decedent, the Authorizing Agent or Decedent’s family acting with the consent of the Authorizing Agent, has arranged for a visitation and/or tribute ceremony as set forth below:

Date: _____ Time: _____ _____ No services are scheduled prior to cremation.

Initials _____

Name of Decedent _____

9. CASKET OR APPROVED CREMATION CONTAINER

Each Decedent to be cremated shall be delivered to the Designated Crematory in a cremation container composed of a combustible material, resistant to the escape of bodily fluids and, further, the cremation container shall be completely closed, of rigid construction for handling, that provides protection for the health and safety of funeral home and crematory personnel while respecting the privacy of the deceased. The Designated Crematory is authorized to inspect the casket or cremation container. Any container that does not meet the above requirements or that poses a hazard, will be refused by the Designated Crematory. Some caskets or containers that contain exterior decorative parts (handles, rails, etc.) that are not combustible may cause damage to the cremation equipment. The Authorizing Agent hereby instructs the Designated Crematory, in its discretion, to remove and discard non-combustible parts from the casket or container. The Designated Crematory does not accept metal, fiberglass or plastic caskets or containers for cremation. The Authorizing Agent understands that the casket or container will be totally consumed as a part of the cremation process.

10. DISPOSITION OF CREMATED REMAINS

Cremation may only occur when a provision for final disposition of cremated remains is made and included on this Form. **The Nebraska Cremation Society will not hold or store cremated remains for more than 30 days following the actual cremation.** When the Authorizing Agent directs The Nebraska Cremation Society to ship cremated remains, The Nebraska Cremation Society can only utilize registered United States Mail with a return receipt or a service that provides an internal system for tracing the location of the cremated remains at all times during the shipment and that requires a signed receipt of the person taking delivery of the cremated remains.

Authorizing Agent instructs The Nebraska Cremation Society to dispose of the cremated remains as follows:

Deliver to _____ Cemetery with which arrangements have already been made.

Deliver cremated remains to the U.S. Postal Service for shipment by Registered, Return Receipt Mail to: _____

Deliver or release the cremated remains only to:

Name: _____ Relationship: _____

Address: _____

City: _____ State: _____ Zip: _____

In the event that the Authorizing Agent directs that cremated remains be proportioned and placed into multiple cremated remains containers (usually referred to as keepsake urns and/or jewelry), this will not take place at or by the Designated Crematory personnel, but will take place at The Nebraska Cremation Society by authorized personnel.

Initials _____

Name of Decedent _____

11. THE CREMATION PROCESS

Cremation will occur only after all ceremonies and visitations have taken place. Only human remains will be cremated by the Designated Crematory, on an individual basis.

The deceased is placed into a casket or container which is then placed into the cremation chamber. Through the use of a suitable fuel, the Decedent and the container are subjected to intense heat and direct flame with all contents incinerated with the exception of bone fragments (calcium compounds) and metal (including dental gold or silver and other non-human materials) as the temperature is not sufficient to consume these materials. During the cremation process, it may be necessary to open the chamber and reposition the Deceased in order to facilitate a complete and thorough cremation.

Due to the nature of the cremation process, any personal possessions holding either a monetary or sentimental value, left with the Decedent and not removed from the casket or container prior to the start of cremation, will be destroyed or otherwise not be recoverable (this includes such things as body prostheses, dental bridgework, dental gold or silver, jewelry, clothing, photographs, letters, and more) and will be disposed of by the Designated Crematory in accordance with generally accepted crematory practices. The Authorizing Agent understands and agrees that arrangements must be made with The Nebraska Cremation Society in advance of delivering the Decedent to the Designated Crematory to remove any such possessions or valuables. Crematory personnel will not open any casket or container for purposes of removing any personal possessions inside the casket or container. Possessions of the deceased shall not be removed or disposed of without the express written permission of the Authorizing Agent.

Following a cooling period, the cremated remains, which normally weigh several pounds in the case of an average sized adult, are collected from the cremation chamber by sweeping and/or raking. The crematory makes a reasonable effort to remove all the recoverable cremated remains from the cremation chamber but some dust and other residue from the process will remain in cracks and crevices inside the chamber. In addition, while every effort is made to avoid commingling, inadvertent and incidental commingling of minute particles of cremated remains from the residue of previous cremations will occur.

After the cremated remains are removed from the cremation chamber, all non-combustible materials (insofar as possible) such as bridgework, prostheses and materials from the casket or container (hinges, latches, screws, nails, etc.) to which some bone residue will be affixed, will be separated and removed from the human bone fragments by visible or magnetic selection and disposed of by the Designated Crematory with similar materials from other cremations in a non-recoverable manner, so that only human bone fragments will remain. Foreign materials removed may be commingled with other like material and shall be disposed of by the Designated Crematory in accordance with generally accepted crematory practices.

When the cremated remains are removed from the cremation chamber, the skeletal remains often contain recognizable bone fragments. Unless otherwise specified by the Authorizing Agent, after the bone fragments have been separated from the other material, they will be mechanically pulverized. This includes a process of crushing and grinding the skeletal fragments into granulated particles of unidentifiable dimensions that renders them virtually unrecognizable as human remains. This process may also cause inadvertent and incidental commingling of the remains from the processing of previously cremated and pulverized remains. When completed, the pulverized cremated remains will be placed into the urn/container designated by the Authorizing Agent.

Authorizing Agent's initials indicate a confirmation of understanding. Initials _____

Name of Decedent _____

12. CERTIFICATION AND INDEMNIFICATION

Cremation may only take place after all legal documents have been secured and this Form has been completed and signed in its entirety

Authorizing Agent to initial each section as confirmation of understanding

____ The Authorizing Agent acknowledges that The Nebraska Cremation Society and the Designated Crematory are relying upon the representations being made by the Authorizing Agent. The Authorizing Agent certifies that all of the information and statements contained in this Cremation and Disposition Authorization Form are accurate and no omission of any material fact has been made.

____ The Authorizing Agent agrees to indemnify, defend, and hold harmless The Nebraska Cremation Society and the Designated Crematory, its officers, directors, employees and agents from any and all claims, causes of action, suits of any nature, in law or in equity, cost or expense of litigation arising as a result of, based upon, or connected with, the instructions in this Form, including the failure to properly identify the Decedent, the failure to take possession of the cremated remains, any damage due to harmful or explosive implants or devices in or on the Decedent's remains, claims by any other person(s) claiming the right to control disposition of the Decedent or the Decedent's cremated remains, excepting only acts of willful negligence.

I certify that I am the person who has the legal right to authorize the cremation and disposition of the Decedent and represent that no other living person or persons has equal or superior rights.

Signature of Authorizing Agent: _____

Printed name of Authorizing Agent: _____

Signature of Witness: _____

Name of Witness: _____

Address of Witness: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Signed at: _____, this _____ day of _____ 20__.

Name of The Nebraska Cremation Society Representative

Signature of The Nebraska Cremation Society Representative

ACKNOWLEDGMENT OF MERCHANDISE NOT PROVIDED BY
THE NEBRASKA CREMATION SOCIETY
(ADDENDUM to the CREMATION AND DISPOSITION AUTHORIZATION)

Name of Deceased: _____ Date of Death: _____

The undersigned acknowledges the following merchandise was purchased elsewhere to be used for the final arrangements for the above-named decedent: (Please include item name, manufacturer, retailer, and SKU). If there is no merchandise purchased elsewhere, state "none" in the space below.

The undersigned further agrees to pay to The Nebraska Cremation Society the fee of **\$10** for **each** item of merchandise (full sized urns, keepsake items, and jewelry) filled with the cremated remains of the above named Decedent by the staff of The Nebraska Cremation Society.

The undersigned releases and discharges The Nebraska Cremation Society, its affiliates, officers, directors, employees and agents from any and all liability associated with any and all merchandise acquired from any source other than a direct contract for sale of goods from The Nebraska Cremation Society. The undersigned hereby agrees to indemnify, defend and hold harmless The Nebraska Cremation Society, its affiliates, officers, directors, employees and agents from any and all liabilities, obligations, losses, damages, costs or expense of any nature whatsoever which in any manner relate to or arise out of the purchase or use of the above listed goods used for burial, entombment, cremation, shipment or transfer of the deceased, and for any accompanying funeral/memorial observances or practices held or to be held. In receiving the goods, on behalf of the undersigned, The Nebraska Cremation Society makes no representation as to the condition, suitability or fitness of the goods. Acceptance of the goods, as to suitability, fitness and condition of the goods can only be made by the purchaser of the goods, not by The Nebraska Cremation Society.

This fee **DOES NOT** apply to merchandise purchased from The Nebraska Cremation Society. All items of merchandise purchased from NebraskaCremation.com or from the merchandise display at our office in Wahoo, NE, will be filled, **at no charge**, by the staff of The Nebraska Cremation Society.

The Nebraska Cremation Society makes no representations or warranties regarding caskets, outer burial containers, urns, keepsakes, and jewelry. The only warranties, expressed or implied, granted in connection with goods sold with the funeral or cremation service are the express written warranties, if any, extended by the manufacturer thereof. No other warranties including the implied warranties of merchantability or fitness for a particular purpose are extended by the seller.

Signed this _____ day of _____, 20____ at _____

Signature: _____

Relationship to the Decedent: _____

Representative of The Nebraska Cremation Society: _____

Signature: _____