

**Northern Indiana Crematory Corp.**  
**Fort Wayne, Indiana**  
**AUTHORIZATION FOR CREMATION AND DISPOSITION**

Deceased \_\_\_\_\_

Date \_\_\_\_\_

**CREMATION IS AN IRREVERSIBLE AND FINAL PROCESS.** It is important that you understand the cremation process before signing this form. We are happy to answer any questions about the cremation process or any other questions you may have.

This authorization is not a contract for cremation services. A separate contract will be required to purchase the services of the Funeral Home and Crematory.

**1. DECEDENT INFORMATION**

**A. IDENTIFICATION**

Name of Decedent: \_\_\_\_\_ Date of Death: \_\_\_\_\_ Time: \_\_\_\_\_

Place of Death: \_\_\_\_\_ Sex: M \_\_\_\_\_ F \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_

\_\_\_\_\_  
(Initials)      The Authorizing Agent has viewed the remains and positively identified them as that of the Decedent.

**B. ARTIFICIAL DEVICES**

Mechanical devices, prostheses, artificial implants, pacemakers, and certain nuclear medicine residues may create a hazardous condition when placed in a cremation chamber and subjected to high heat. Please list any artificial devices implanted in or attached to Decedent or identify if the Decedent was treated with any radioactive materials.

Description of devices: \_\_\_\_\_

\_\_\_\_\_  
(Initials)      The remains of the Decedent do not contain any of the devices described;      **OR**

\_\_\_\_\_  
(Initials)      As Authorizing Agent, I/We instruct the Funeral Home to remove or have removed, each device(s) listed above and to charge for its services in making or arranging for such removal. The Funeral Home and or Crematory is to dispose of all such devices in any legal manner. The Crematory is prohibited from selling non-organic material recovered from the decedent. The funeral director is not liable for damages caused by a pacemaker or other implanted device that was not disclosed to the funeral director.

**C. PERSONAL PROPERTY**

All personal property and effects delivered with the remains of the Decedent to the Crematory including jewelry, clothes, dental work, eyeglasses, etc, will be destroyed in the cremation process unless specific instructions for delivery are given below. If no specific instructions are given, I/We release the Funeral Home and Crematory from liability for these items.

Valuables taken and being held by Funeral Home: \_\_\_\_\_

- To be returned to Authorizing Agent       To be placed in urn       To be cremated with decedent

**2. FUNERAL HOME AND CREMATORY**

The Authorizing Agent authorizes the Funeral Home and **Northern Indiana Crematory Corp.** to cremate the Decedent and to carry out the other directions and instructions of the Authorizing Agent contained in this Authorization.

Name of Funeral Home: \_\_\_\_\_ Funeral Director: \_\_\_\_\_

Address: \_\_\_\_\_

Northern Indiana Crematory Corp., Fort Wayne, Indiana

**3. CREMATION CONTAINER AND URN**

**A. CREMATION CONTAINER**

A casket is not required for cremation. However, Indiana law requires that the Decedent arrive at the Crematory in a rigid leak-proof container, either a casket or alternative container. The Crematory may require a combustible cremation container. If the Crematory accepts a non-combustible container, the Crematory is authorized to destroy the container.

Type of Container Selected: \_\_\_\_\_

**B. URN**

An urn to hold the cremated remains may be purchased or provided by the Authorizing Agent but an urn is not required. If an urn is not purchased or provided, the cremated remains will be delivered in a rigid temporary container.

- Urn purchased by Authorizing Agent.      Description: \_\_\_\_\_
- Urn provided by Authorizing Agent.      Description: \_\_\_\_\_
- Standard temporary container provided by Northern Indiana Crematory Corp.

### **PACEMAKERS, IMPLANTS, AND PROSTHESES (Sec 1)**

Pacemakers, radioactive, silicon or other implants, mechanical devices or prostheses may create a hazardous condition when placed in the cremation chamber and subjected to heat. As Authorizing Agent, I have disclosed all devices (including mechanical, prosthetic, implants, or materials), which may have been implanted in or attached to the Decedent.

### **CASKET OR ALTERNATIVE CONTAINER (Sec. 3)**

The remains are to be cremated in a combustible casket or alternative container that is capable of being completely closed, is resistant to leakage is sufficiently rigid to be handled easily, and provides protection for the health and safety of Crematory and Funeral Home personnel. The Crematory is authorized to inspect the casket or alternative container, including opening it if necessary. In the event that the casket or container does not meet the above requirements, the Crematory will notify the Authorizing Agent. Many caskets that are comprised primarily of combustible material also contain some exterior parts (decorative handles or rails) that are not combustible and that may cause damage to the cremation equipment. As Authorizing Agent, I authorize the Crematory, in its discretion, to remove and destroy the non-combustible materials. I understand that some crematories will not accept metal or fiberglass caskets or charge extra for their disposal if they are used. I further understand that the casket or alternative container will be consumed as part of the cremation process.

### **URN OR TEMPORARY CONTAINER (Sec. 3)**

After the cremated remains have been processed, they will be placed in the urn listed or if an urn is not provided to the Crematory, in a temporary container provided by the Crematory. The Authorizing Agent acknowledges that it is impossible to recover all of the dust and residue from the cremation and processing. However, 100% of the cremated remains recovered from the cremation chamber and processing equipment will be prepared for disposition in the manner directed per the written instructions of the Authorizing Agent.

In the case of an adult cremation, it is recommended that the urn or temporary container be a minimum size of 200 cubic inches. In the event the urn or temporary container is insufficient to accommodate all of the cremated remains, the excess will be placed by the Crematory in a secondary container. This secondary container will be kept with the urn or the temporary container and handled according to the final disposition instructions. This secondary container may not be designed for shipping. All urns or containers provided to the Funeral Home or Crematory must be appropriate for shipping if they are to be accepted by the USPS. The Authorizing Agent directs the Crematory to use the specified urn or container listed.

### **WITNESSING (Sec. 4)**

Some crematories may allow for witnessing of all or part 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. To the extent permitted by the Crematory, the persons listed are authorized to be present prior to and during the cremation of the Decedent's remains and during the removal of the cremated remains from the cremation chamber in accordance with the rules and regulation of the crematory. Witnessing of any aspect of the cremation and processing procedure shall be in compliance with all applicable law and safety regulations. Witnesses may be asked to sign an additional Cremation Witness Acknowledgment and Release of Liability.

Deceased \_\_\_\_\_

**4. WITNESSING, SERVICES, AND TIME**

**A. WITNESSING**

Northern Indiana Crematory Corp. allows witnessing of the cremation process. As Authorizing Agent I/We allow the following to act as witnesses:

\_\_\_\_\_  
(Initials) (Witness or witnesses)

**B. SERVICES**

Prior to the cremation of the Decedent's remains, a viewing and/or funeral ceremony was arranged as set forth below:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

**C. TIME**

The cremation of the Decedent's remains cannot take place until all legal requirements have been fulfilled including a 48 hour waiting period mandated by Indiana law. Although embalming is not required by law, embalming or refrigeration may be required if the body must be held by the Funeral Home for an extended period of time prior to cremation. If the cremation is not to occur immediately upon delivery of the remains to the Crematory, the Crematory will place the remains in a holding facility for up to 48 hours.

Please initial one of the following:

\_\_\_\_\_  
(Initials) Northern Indiana Crematory Corp. may perform the cremation of the Decedent at a time and date as its work schedule permits and without any further notification to the Authorizing Agent(s).

**OR**

\_\_\_\_\_  
(Initials) The Crematory is to use its best efforts to schedule the cremation in accordance with the schedule set forth below:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

**5. AUTHORIZATION AND RELEASE OF LIABILITY**

**A. AGENT**

As Authorizing Agent, I/We represent that I/We have the right to authorize the cremation of the Decedent under Indiana law and further warrant that:

- I/We are not aware of any persons who has a superior priority right to authorize cremation under Indiana law.
- I/We are aware that there is another person who has a superior priority right to authorize cremation under Indiana law, and that I/We have made all reasonable efforts to contact the person(s), or they are unable or unwilling to authorize the cremation, and I/We have no reason to believe that person would object to the cremation of the decedent.

I/We understand the process of cremation and hereby authorize the cremation of the Decedent.

I/We hereby attest to the truthfulness and accuracy of all representations contained on this cremation authorization.

I/We agree to release, indemnify, and hold harmless, the Funeral Home and the Crematory, their officers, directors, agents, and employees, from any claim, liability, cost, or expense resulting from the Funeral Home's and the Crematory's reliance on or performance consistent with the directions, declarations, representations, authorizations, and agreements herein. The statements made are being relied upon by the Funeral Home and Crematory.

I/We understand that I/We are personally liable for damages resulting from this authorization.

I/We understand that we are responsible for the final disposition of the decedent's cremated remains.

I/We have read and understand this document consisting of three pages, front and back.

Name of Authorizing Agent	<i>Signature</i>	Relationship

## **IDENTIFICATION OF AUTHORIZING AGENT UNDER INDIANA LAW (Sec. 5)**

### **IC 23-14-31-26 Priority among persons having right to serve as authorizing agent; persons who may not serve**

Sec. 26. (a) Except as provided in subsection (c), the following persons, in the priority listed, have the right to serve as an authorizing agent:

1) A person: (A) granted the authority to serve in a funeral planning declaration executed by the decedent under IC 29-2-19; or (B) named in a United States Department of Defense form "Record of Emergency Data" (DD Form 93) or a successor form adopted by the United States Department of Defense, if the decedent died while serving in any branch of the United States Armed Forces (as defined in 10 U.S.C. 1481) and completed the form.

(2) An individual specifically granted the authority to serve in a power of attorney or a health care power of attorney executed by the decedent under IC 30-5-5-16.

(3) The individual who was the spouse of the decedent at the time of the decedent's death, except when: (A) a petition to dissolve the marriage or for legal separation of the decedent and spouse is pending with a court at the time of the decedent's death, unless a court finds that the decedent and spouse were reconciled before the decedent's death; or (B) a court determines the decedent and spouse were physically and emotionally separated at the time of death and the separation was for an extended time that clearly demonstrates an absence of due affection, trust, and regard for the decedent.

(4) The decedent's surviving adult child or, if more than one (1) adult child is surviving, the majority of the adult children. However, less than half of the surviving adult children have the rights under this subdivision if the adult children have used reasonable efforts to notify the other surviving adult children of their intentions and are not aware of any opposition to the final disposition instructions by more than half of the surviving adult children.

(5) The decedent's surviving parent or parents. If one (1) of the parents is absent, the parent who is present has authority under this subdivision if the parent who is present has used reasonable efforts to notify the absent parent.

(6) The decedent's surviving sibling or, if more than one (1) sibling is surviving, the majority of the surviving siblings. However, less than half of the surviving siblings have the rights under this subdivision if the siblings have used reasonable efforts to notify the other surviving siblings of their intentions and are not aware of any opposition to the final disposition instructions by more than half of the surviving siblings.

(7) The individual in the next degree of kinship under IC 29-1-2-1 to inherit the estate of the decedent or, if more than one (1) individual of the same degree is surviving, the majority of those who are of the same degree. However, less than half of the individuals who are of the same degree of kinship have the rights under this subdivision if they have used reasonable efforts to notify the other individuals who are of the same degree of kinship of their intentions and are not aware of any opposition to the final disposition instructions by more than half of the individuals who are of the same degree of kinship.

(8) If none of the persons described in subdivisions (1) through (7) are available, any other person willing to act and arrange for the final disposition of the decedent's remains, including a funeral home that: (A) has a valid prepaid funeral plan executed under IC 30-2-13 that makes arrangements for the disposition of the decedent's remains; and (B) attests in writing that a good faith effort has been made to contact any living individuals described in subdivisions (1) through (7).

(9) In the case of an indigent or other individual whose final disposition is the responsibility of the state or township, the following may serve as the authorizing agent: (A) If none of the persons identified in subdivisions (1) through (8) are available: (i) a public administrator, including a responsible township trustee or the trustee's designee; or (ii) the coroner. (B) A state appointed guardian. However, an indigent decedent may not be cremated if a surviving family member objects to the cremation or if cremation would be contrary to the religious practices of the deceased individual as expressed by the individual or the individual's family.

(10) In the absence of any person under subdivisions (1) through (9), any person willing to assume the responsibility as the authorizing agent, as specified in this article.

(c) If:

(1) the death of the decedent appears to have been the result of: (A) murder (IC 35-42-1-1); (B) voluntary manslaughter (IC 35-42-1-3); or (C) another criminal act, if the death does not result from the operation of a vehicle; and (2) the coroner, in consultation with the law enforcement agency investigating the death of the decedent, determines that there is a reasonable suspicion that a person described in subsection (a) committed the offense; the person referred to in subdivision (2) may not serve as the authorizing agent. (d) The coroner, in consultation with the law enforcement agency investigating the death of the decedent, shall inform the crematory authority of the determination referred to in subsection (c)(2).

## **THE CREMATION PROCESS (Sec. 5)**

The cremation of the Decedent's remains may take place before or after ceremonies to memorialize the Decedent. Cremation is performed to prepare the remains of the Decedent for final disposition. It is carried out by placing the Decedent's remains in the casket or alternative container, which is then placed into a cremation chamber or retort where they are subjected to intense heat and flame. All cremations are performed individually unless specifically requested by the Authorizing Agent under certain special circumstances. During the cremation process, it may be necessary to open the cremation chamber and reposition the remains of the Decedent in order to facilitate a complete and thorough cremation. Through the use of suitable fuel, the incineration of the container and its contents is accomplished and all substances are consumed or driven off, except bone fragments (calcium compounds) and metal (including dental gold and silver and other non-human materials) as the temperature is not sufficient to consume them.

Due to the nature of the cremation process, any personal possessions or valuable materials, such as dental gold or jewelry (as well as any body prostheses or dental bridgework) that are left with the remains and not removed from the casket or container prior to cremation may be destroyed or if not destroyed, will be destroyed by the Crematory. The Authorizing Agent understands that arrangements must be made with the Funeral Home to remove any such possessions or valuables prior to the time that the remains of the Decedent are transported to the Crematory.

Following a cooling period, the cremated remains, which will normally weigh several pounds in the case of an average-size adult, shall be recovered by manual means, such as brushing, and possibly industry-specific mechanical means, such as vacuuming, in order to retrieve the cremated remains from the cremation chamber. Although the Crematory will take reasonable efforts to remove all of the cremated remains from the cremation chamber, some dust and other residue from the process will be left behind. In addition, while every effort will be made to avoid commingling, inadvertent and incidental commingling of minute particles of cremated remains from the residues of previous cremations is possible. The Authorizing Agent understands and accepts this fact.

After the cremated remains are removed from the cremation chamber, all non-combustible material (insofar as possible) such as hinges, latches, and nails from the container will be separated and removed from the human bone fragments by visible or magnetic selection. Other non-bone fragments and foreign material that was part of the deceased prior to cremation and recovered with the cremated remains shall be removed prior to processing so that only human bone fragments will remain. Non-bone fragment foreign material may be commingled with other like material and shall be disposed of. The Crematory is authorized to dispose of these materials with similar materials from other cremations in a non-recoverable manner.

When the cremated remains are removed from the cremation chamber, the skeletal remains often will contain recognizable bone fragments. Unless otherwise specified, after the bone fragments have been separated from the other material, they will be mechanically processed, or pulverized. The process of pulverizing, crushing, or grinding may cause incidental commingling of the remains with the residue from the processing of previously cremated remains. These granulated particles of unidentifiable dimensions, which are virtually unrecognizable as human remains, will then be placed into the designated urn or temporary container.

**6. DISPOSITION OF CREMATED REMAINS**

If final disposition is not specified, cremated remains may be held by the crematory for not longer than 30 days from the date of cremation. After that time, they shall be returned to the Funeral Home which shall hold them for not longer than 60 days from the date of cremation before disposing of them as previously authorized. If there is no such authorization, and the Authorizing Agent fails to claim the remains during the 60 day period after written notice by certified mail, return receipt requested, the Funeral Home may dispose of the cremated remains in any legal manner.

\_\_\_\_\_  
(Initials) Cremated remains shall be sent by USPS to \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Initials) The cremated remains are to be:  Held by Crematory  Returned to Funeral Home and released to:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Initials)  Transfer to Cemetery \_\_\_\_\_  
For  Burial  Niche placement  Scattering (Under separate authorization)

\_\_\_\_\_  
(Initials) Other Disposition (Describe): \_\_\_\_\_  
\_\_\_\_\_

**7. CERTIFICATION BY FUNERAL DIRECTOR**

I am a funeral director licensed in the State of Indiana and am acting as an agent of the \_\_\_\_\_  
Funeral Home.

I have obtained and witnessed the signature(s) of the Authorizing Agent(s) and have accepted them in good faith. I am not responsible for the representations made by the Authorizing Agent(s).

I certify that the human remains delivered to the crematory are the human remains identified to me as the Decedent by the Authorizing Agent(s).

I have obtained all necessary permits and authorizations for the cremation of the Decedent.

*Signature* of Funeral Director: \_\_\_\_\_ Indiana License Number \_\_\_\_\_

**8. RELEASE OF CREMATED REMAINS BY FUNERAL HOME**

DO NOT SIGN UNTIL CREMATED REMAINS ARE RELEASED

Name of Decedent: \_\_\_\_\_

Date of release: \_\_\_\_\_ Time of release: \_\_\_\_\_

*Signature* of Funeral Home representative: \_\_\_\_\_

Funeral Home: \_\_\_\_\_

*Signature* of Person taking custody: \_\_\_\_\_

## **FINAL DISPOSITION OF CREMATED REMAINS (Sec. 6)**

Following the cremation, the Authorizing Agent directs the Crematory and/or Funeral Home to arrange the final disposition of the cremated remains of the Decedent. Cremated remains shall only be held, released, delivered, mailed, or disposed of by the Crematory or Funeral Home with the expressed written consent of the Authorizing Agent. If the cremated remains are shipped at any time, the Authorizing Agent directs that the Crematory or Funeral Home utilize the United States Postal Service which uses an internal system for tracing the location of the cremated remains during shipment and requires a signed receipt of the person taking delivery of the cremated remains. *(Please note: Most parcel delivery companies such as Fed Ex and UPS do not knowingly accept cremated remains shipments.)* The Crematory and/or Funeral Home are not liable or responsible for the cremated remains once they have been delivered to the USPS.

The Authorizing Agent understands that if no arrangements for the final disposition, release or shipment of the cremated remains are made in this Authorization, the Crematory shall hold the cremated remains for thirty (30) days after cremation. If during that thirty (30) day period the cremated remains are not claimed by the person designated to receive them or if arrangements for their final disposition are not made, then the Crematory will return the cremated remains to the Funeral Home.

If no arrangements are made with the Funeral Home for the final disposition of the cremated remains within sixty (60) days after the cremation and if the Authorizing Agent has not taken delivery of or caused the delivery of the cremated remains, or in the event the arrangements of the final disposition have not been carried out within the sixty (60) day period because of the inaction of a party other than the Crematory or Funeral Home, then the Funeral Home may notify the Authorizing agent by certified mail return receipt requested explaining the intentions of the Funeral Home regarding the disposal of or holding of the cremated remains in order for the Funeral home to be immune from liability under this clause. Thereafter, the Funeral Home may dispose of the cremated remains in any legal manner. THIS MAY INCLUDE SCATTERING OR OTHER NON-RECOVERY DISPOSITION.

### **IC 23-14-31-44      *Legal control and disposition; forms concerning disposal***

*Sec. 44. (a) Cremated remains may be retained by the person having legal control over the remains or may be disposed of in any of the following manners:*

- (1) Placing the remains in a grave, niche, or crypt.*
- (2) Scattering the remains in a scattering area.*
- (3) Disposing of the remains in any manner if:*
  - (A) The remains are reduced to a particle size of one-eighth (1/8) inch or less; and*
  - (B) The disposal is made on the property of a consenting owner, on uninhabited public land, or on a waterway.*

*(b) The state department of health shall adopt forms for recording the following information concerning the disposal of cremated human remains on the property of a consenting owner:*

- (1) The date and manner of the disposal of the remains.*
- (2) The legal description of the property where the remains were disposed of. The owner of the property where the cremated remains were disposed of and the person having legal control over the remains shall attest to the accuracy of the information supplied on the forms. The owner of the property where the cremated remains were disposed of shall record the forms with the county recorder of the county in which the property is located and shall return the form and the burial transit permit described in IC 16-37-3, within ten (10) days after the remains are disposed of.*