

# DIRECTIONS ON REMOVAL AND RETURN OF MEDICAL DEVICES FOLLOWING CREMATION

1. **PARTIES:**

"FUNERAL HOME": \_\_\_\_\_

(Name of Funeral Home)

"REPRESENTATIVE": \_\_\_\_\_

(Use Reverse Side  
for Additional Names)

(Name of Representative)

"DECEDENT": \_\_\_\_\_

(Name of Decedent)

"MEDICAL DEVICE(S)": \_\_\_\_\_

(List of Medical Device(s))

2. **RELATIONSHIP OF REPRESENTATIVES:** The REPRESENTATIVE warrants and represents to the FUNERAL HOME that the relationship between the REPRESENTATIVE and the DECEDENT is as follows: (Check the appropriate box)

- Spouse
- Next-of-Kin (Closest Living Relative)
- Personal Representative of the Next-of-Kin with written authorization of Next-of-Kin to act on his or her behalf.
- Other: \_\_\_\_\_

3. **AUTHORITY OF REPRESENTATIVE:** The REPRESENTATIVE warrants and represents to FUNERAL HOME that the REPRESENTATIVE is the person or the appointed agent of the person who by law has the paramount right to arrange and direct the disposition of the remains of the DECEDENT and that no other person(s) has a superior right over the right of the REPRESENTATIVE.

4. **MEDICAL DEVICES:** The REPRESENTATIVE has listed the MEDICAL DEVICES that have been surgically implanted into DECEDENT's body and which the REPRESENTATIVE is directing the FUNERAL HOME to remove and to return to the REPRESENTATIVE after the remains have been cremated. The REPRESENTATIVE understands and acknowledges that any MEDICAL DEVICE that is removed after the cremation process may be charred, melted, jagged, or partially destroyed by the cremation process. Handling the MEDICAL DEVICE may pose a threat of illness or injury.

5. **INDEMNIFICATION:** The REPRESENTATIVE agrees to indemnify and hold harmless the FUNERAL HOME from any claims or causes of action arising or related in any respect to the removal and the return to the REPRESENTATIVE of the MEDICAL DEVICES after cremation, including, but not limited to claims of third parties.

**DATE:**

**REPRESENTATIVE SIGNATURE:**

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