



# Ertel Funeral Home

42 N. Market – Cortez, Colorado 81321  
(970) 565-3468  
(970) 565-0628 – FAX

## Cremation Order - AUTHORITY TO CREMATE

The undersigned hereby request and authorize the Ertel Funeral Home, (hereinafter Crematory), in accordance with and subject to its rules and regulations, to cremate the remains of \_\_\_\_\_

Date of death \_\_\_\_\_ Place of death \_\_\_\_\_

The Cremated Remains are to be delivered to: \_\_\_\_\_

**SOME HEART PACEMAKERS OR OTHER DEVICES CAN BE DANGEROUS WHEN PLACED IN A CREMATION RETORT, I/WE CERTIFY THAT NO SUCH DEVICES ARE IN OR ON THE BODY AND ACCEPT ANY RESPONSIBILITY FOR DAMAGES RESULTING FROM SUCH DEVICES. IF SUCH A DEVICE IS PRESENT THE MORTUARY IS AUTHORIZED TO REMOVE SUCH DEVICE.**

If the undersigned authorizes crematory to deliver the remains Via Certified Mail he does hereby agree to assume all liability for any damages that may arise from any cause growing out of said delivery and to indemnify and hold harmless Crematory and Funeral Director from any and ail claims related to said shipment.

Each and every undersigned individual represents that he / she / they are related to the decedent as \_\_\_\_\_ (spouse, children, parents or other legal representative) and that they are the nearest relative of the decedent and constitute all of the class of such nearest relatives to the decedent. The undersigned further represent that they are aware of no criminal proceedings which would prohibit disposition of the body by cremation nor are they aware of any testamentary or living wills, pre-need funeral contracts or other written expressions of the decedent contrary to the authorization herein to cremate. The undersigned further represent that all information supplied hereon or in connection with the cremation of the decedent is accurate and true and is given with the intent that Ertel Funeral Home rely thereon in proceeding with cremation.

The undersigned therefore agree to indemnify and hold Ertel Funeral Home and all of its agents, employees, officers, directors, and any other individual or commercial entity involved in the cremation process from any and all liability arising out of the cremation process itself or the decision to cremate based upon information supplied herein, whether claims are made or actions are brought by the undersigned or any other individuals or entities including public officials. Indemnification herein shall include litigation expenses and reasonable attorney fees.

The Crematory is hereby expressly authorized to withhold cremation for a period up to 72 hours at the sole discretion of the Crematory. In the event the decedent dies without surviving spouse, parents or children, the Crematory may require an authorization for cremation by the District Court having jurisdiction.

**CREMATED REMAINS WILL BE PLACED IN A SUITABLE CONTAINER AND KEPT AT THE CREMATORY OR MORTUARY FOR THIRTY DAYS FOLLOWING CREMATION WITHOUT CHARGE, THE CREMATORY OR MORTUARY IS AUTHORIZED TO DISPOSE OF CREMAINS LEFT IN THEIR POSSESSION FOLLOWING NINETY DAYS AFTER CREMATION.**

**IN CASES WHERE THERE IS NO SURVIVING SPOUSE, ALL EQUAL NEXT OF KIN MUST SIGN (FOR EXAMPLE ALL SURVIVING CHILDREN).**

Signature of nearest of kin	Relationship	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

Mortuary in charge \_\_\_\_\_

I hereby acknowledge receipt of above cremated remains: \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_