

AUTHORIZATION

I (We), the undersigned (the "Authorizing Agents"), hereby authorize Appoquinimink Crematory, LLC. (hereinafter "Crematory"), 275 E. Main Street, Middletown, DE 19709, in accordance with and subject to its rules and regulations, and any applicable state or local laws or regulations, to cremate the human remains of _____ (the "decedent") and to arrange for the final disposition of the cremated remains, as set forth on this form. Initials of AA _____

I (We) have read the attached document entitled "Appoquinimink Crematory, LLC Policies, Procedures and Requirements" and hereby authorize the Crematory to perform the cremation of the decedent in accordance with the document. Initials of AA _____

IDENTIFICATION

Date of Death: _____ Place of Death: _____ Sex: _____ Age: _____

REFRIGERATION – located at Spicer-Mullikin Funeral Homes

- Wilmington Manor, 1000 N. DuPont Parkway, New Castle, DE, 19720 Newark, 121 West Park Place, Newark, DE, 19711
- Middletown, 275 E. Main Street, Middletown, DE 19709 N/A (decedent was embalmed)

Please initial one only:

1. I (We) have identified the decedent that was delivered to the Funeral Home as the decedent listed above and have authorized the Funeral Home to deliver the decedent to the Crematory for cremation. I (We) assume full responsibility for the identity. Initials of AA _____

-OR-

2. I (We) understand and accept that identification was made through the Medical Examiner's office. Initials of AA _____

TIME OF CREMATION

The Crematory is authorized to perform the cremation upon receipt of the human remains, at its discretion, and according to its own time schedule, as work permits, without obtaining any further authorization or instructions. Initials of AA _____

PACEMAKERS, PROSTHESES AND RADIOACTIVE IMPLANTS

Please initial one of the next two paragraphs:

The decedent's remains do not contain a pacemaker, radioactive implant or any other device that could be harmful to the crematory and/or its staff. The remains are safe to cremate. Initials of AA _____

The following list contains all existing devices (including all mechanical, radioactive implants and external prosthetic devices) which are implanted in or attached to the decedent that should be removed prior to cremation: _____

The Crematory is authorized to dispose of these devices and other devices (including bridgework and internal prosthetics) with similar materials from other cremations in a non-recoverable manner, so that only the human bone fragments will remain. The Crematory contracts with a third party to recycle and/or dispose of devices and similar materials. Any revenue generated from disposal of materials is donated to charitable organization(s) designated by the Crematory. Initials of AA _____

**ALL PACEMAKERS AND RADIOACTIVE IMPLANTS MUST BE REMOVED
PRIOR TO DELIVERING THE DECEDENT TO THE CREMATORY.**

FINAL DISPOSITION

After the cremation has taken place, the cremated remains have been processed, and the processed cremated remains have been placed in the designated receptacle, the Crematory and the Funeral Home will arrange for the disposition of the cremated remains as follows, and the Authorizing Agent(s) hereby authorize(s) the Crematory and the Funeral Home to release, deliver, transport, or ship the cremated remains as specified. **Check one of the following:**

1. Deliver the cremated remains to _____ Cemetery where arrangements have already been made for interment/entombment.

2. Deliver the cremated remains to the U.S. Postal Service for shipment by registered, return-receipt mail to _____ for permanent disposition.

(Note: If option 2 is selected, then I/we agree to assume all liability that may arise from such shipment, and to indemnify and hold the Crematory and the Funeral Home harmless from any and all claims that may arise from such shipment.)

3. Return cremated remains to _____ Initials of AA _____

The Crematory and the Funeral Home will not store cremated remains longer than 12 months. After 12 months, I (we) understand that the cremated remains will be disposed of pursuant to statutes and without further notice or authorization. Initials of AA _____

AUTHORITY OF AUTHORIZING AGENT(S)

Authority of the Authorizing Agent(s) is determined by the state in which the death occurred. **I (we) have indicated the appropriate Authorizing Agent(s) below and certify that no person(s) has (have) a higher degree of authority than the one I (we) have indicated.**

- Please initial one only:**
- _____ Decedent if acting through a Declaration Instrument
 - _____ Surviving Spouse
 - _____ Executor/Executrix
 - _____ Majority of Adult Children
 - _____ Parents or Legal Guardians
 - _____ Majority of Adult Siblings
 - _____ Other Next of Kin or Entity (specify: _____)

There is another living person(s) (_____) who has the right to control final disposition of the decedent. I (We) have made all reasonable efforts to contact this person(s) but have been unable to do so. However, I (we) have no reason to believe that the person(s) would object to the cremation of the decedent. Initials of AA _____

Separate authorization(s), if necessary, shall be attached to, and considered part of, this form.

LIMITATION OF LIABILITY

As the Authorized Agent(s), I (we) hereby agree to indemnify, defend, and hold harmless Appoquinimink Crematory, LLC and their respective officers, agents and employees, of and from any and all claims, demands, causes or causes of action, and suits of every kind, nature and description, in law or equity, including any legal fees, costs and expenses of litigation, arising as a result of, based upon or connected with this authorization, including the failure to take possession or make proper arrangements for the final disposition of the cremated remains, any damage due to harmful or explodable implants, claims brought by any other person(s) claiming the right to control the disposition of the decedent or the decedent's cremated remains, or any other action performed by the Crematory and the Funeral Home, their respective officers, agents, or employees, pursuant to this authorization, excepting only acts of willful negligence.

Initials of AA _____

SIGNATURE OF AUTHORIZING AGENT(S)

- THIS IS A LEGAL DOCUMENT. IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION.
- CREMATION IS IRREVERSIBLE AND FINAL.
- READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

By executing this Cremation Authorization Form, as Authorizing Agent(s), the undersigned warrant(s) that all representations and statements contained on this form are true and correct, that these statements were made to induce Appoquinimink Crematory, LLC to cremate the human remains of the decedent, and that the undersigned have read and understand the provisions contained on this form. **The undersigned understand(s) that the Crematory and the Funeral Home will seek legal action towards the undersigned if there is any form of misrepresentation or fraud on the part of the undersigned while acting as the Authorizing Agent(s).**

Executed at _____, this _____ day of _____, 20_____.

1) Name _____ Signature (X) _____
 Relationship to Decedent _____ Phone _____
 Address _____

2) Name _____ Signature (X) _____
 Relationship to Decedent _____ Phone _____
 Address _____

3) Name _____ Signature (X) _____
 Relationship to Decedent _____ Phone _____
 Address _____

4) Name _____ Signature (X) _____
 Relationship to Decedent _____ Phone _____
 Address _____

5) Name _____ Signature (X) _____
 Relationship to Decedent _____ Phone _____
 Address _____

Signature of Funeral Director as Witness for Signature(s) of Authorizing Agent(s)

Spicer-Mullikin Funeral Homes & Crematory

Name of Funeral Home

REPRESENTATIONS OF FUNERAL DIRECTOR

By executing this authorization form as a licensed funeral director and agent/employee of the Funeral Home indicated above, I warrant to the best of my knowledge the following:

- 1) That our Funeral Home was responsible for making arrangements with the Authorizing Agent(s) for the cremation of the decedent and that I have reviewed this authorization form with the Authorizing Agent(s).
- 2) That no member of our Funeral Home has any knowledge or information that would lead us to believe that any of the answers provided on this form by the Authorizing Agent(s) are incorrect.
- 3) That the human remains delivered to the Crematory and represented as the human remains specified on this form are in fact the human remains that were identified to our Funeral Home as the decedent.
- 4) That our Funeral Home obtained all necessary permits authorizing the cremation of the decedent, and that those permits are attached.
- 5) That the representations contained on the previous page concerning a pacemaker and any other material or implant that may be potentially hazardous are true.

Signature of Funeral Director

See separate page for APPOQUINIMINK CREMATORY, LLC POLICIES, PROCEDURES AND REQUIREMENTS

APPOQUINIMINK CREMATORY, LLC
Middletown, Delaware
POLICIES, PROCEDURES AND REQUIREMENTS

The cremation, processing and disposition of the remains of the decedent shall be performed in accordance with all governing laws, and the policies, procedures and requirements of Appoquinimink Crematory and the designated Funeral Home. This document describes many of the policies and requirements of Appoquinimink Crematory and is incorporated in our Cremation Authorization Form. We suggest you take the time to read this document carefully before executing the Cremation Authorization Form.

REQUIREMENTS FOR CREMATION

Cremation will take place only after all the following conditions have been met:

- 1) Any scheduled ceremonies or viewings have been completed.
- 2) Civil and medical authorities have issued all required permits.
- 3) All necessary authorizations have been obtained, and no objections have been raised.

CASKETS/CONTAINERS

Appoquinimink Crematory requires either a casket or an alternative (cremation) container for cremation. All caskets and alternative containers must meet the following standards: 1) be composed of materials suitable for cremation; 2) be able to be closed to provide a complete covering for the human remains; 3) be resistant to leakage or spillage; 4) be sufficient for handling with ease; and 5) be able to provide protection for the health and safety of crematory personnel. Metal caskets will not be accepted for cremation.

Appoquinimink Crematory is authorized to inspect the casket or alternative container, including opening it if necessary. In the event there is leakage or damage, Appoquinimink Crematory may contact the Authorizing Agent(s) directly for instructions. Appoquinimink Crematory reserves the right to open the casket or alternative container to verify the identity of the decedent. Many caskets that are comprised primarily of combustible material also contain some exterior parts, e.g., decorative handles or rails that are not combustible and that may cause damage to the cremation equipment. Appoquinimink Crematory, at its sole discretion, reserves the right to remove these non-combustible materials prior to cremation and to discard them with similar materials from other cremations and other refuse in a non-recoverable manner.

PACEMAKERS, PROSTHESES AND RADIOACTIVE DEVICES

Pacemakers and prostheses, as well as any other mechanical or radioactive devices or implants in the decedent, may create a hazardous condition when placed in the cremation chamber. It is imperative that pacemakers and radioactive devices be removed prior to cremation. If the designated Funeral Home is not notified about such devices and implants, and not instructed to remove them, then the Authorizing Agent(s) will be responsible for any damages caused to Appoquinimink Crematory or crematory personnel by such devices or implants.

THE CREMATION PROCESS

All cremations are performed individually. Appoquinimink Crematory will only place the human remains of one individual in the cremation chamber at a time. Cremation is performed by placing the decedent in a casket or other container and then placing the casket or container into a cremation chamber or retort, where they are subjected to intense heat and flame. During the cremation process, it may be necessary to open the cremation chamber and reposition the decedent in order to facilitate a complete and thorough cremation. Through the use of a suitable fuel, incineration of the container and 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 material) 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, jewelry, any body prosthesis or dental bridgework) that are left with the decedent and not removed from the casket or container prior to cremation will be destroyed or, if not destroyed, will be disposed of by Appoquinimink Crematory in a non-recoverable manner.

Following a cooling period, the cremated remains, which will normally weigh several pounds in the case of an average-sized adult, are then swept or raked from the cremation chamber. Appoquinimink Crematory makes a diligent effort to remove all of the cremated remains from the cremation chamber, but it is impossible to remove all of them, as some dust and other residue from the process are always left behind. In addition, while every effort will be made to avoid commingling, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremations is a possibility.

After the cremated remains are removed from the cremation chamber, all non-combustible materials (insofar as possible), such as bridgework, and materials from the casket or container, such as hinges, latches, nails, etc. will be separated and removed from the human bone fragments by visible or magnetic selection and will be disposed of by Appoquinimink Crematory with similar materials from other cremations in a non-recoverable manner. There is a possibility that particles of the processed cremated remains may remain affixed to such non-combustible materials. Appoquinimink Crematory is authorized to dispose of these non-combustible materials (including bridgework and internal prosthetics) with similar materials from other cremations in a non-recoverable manner, so that only the human bone fragments will remain. Appoquinimink Crematory contracts with Implant Recycling, LLC to recycle and/or dispose of devices and similar materials. Any revenue generated from disposal of materials is donated to charitable organization(s) designated by the crematory.

When the cremated remains are removed from the cremation chamber, the skeletal remains often contain recognizable bone fragments. Unless otherwise specified, after the bone fragments have been separated from the other material, they will then be mechanically processed (pulverized). This process of 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 will be virtually unrecognizable as human remains. The color of the cremated remains may range from white to black and is normally dependent upon the type of container/casket used for cremation.

URNS/CONTAINERS

After the cremated remains have been processed, they will be placed in the designated urn or container. Appoquinimink Crematory will make a diligent effort to put all of the cremated remains in the urn or container, with the exception of dust or other residue that may remain on the processing equipment. In the event the urn or container provided is insufficient to accommodate all of the cremated remains, the excess will be placed in a separate receptacle. The separate receptacle will be kept with the primary receptacle and handled according to the disposition instructions on the Cremation Authorization Form. Appoquinimink Crematory requires that all urns or containers provided be appropriate for shipping or permanent storage, and that in case of an adult, it is recommended that the urn or container be a minimum size of 200 cubic inches. If such an urn or container is not provided for the cremated remains, then Appoquinimink Crematory will place the cremated remains in a container designed for shipping or permanent storage.

FINAL DISPOSITION

Cremation is NOT final disposition, nor is placing the cremated remains in storage at the designated Funeral Home final disposition. The cremation process simply reduces the decedent's body to cremated remains. Some provision must be made for the final disposition of these cremated remains. Therefore, Appoquinimink Crematory requires that arrangements for final disposition be made at the time that the cremation arrangements are made and that the Cremation Authorization Form is completed.

If the final disposition of the cremated remains has not been completed within 12 months of the cremation, then the Funeral Home shall be authorized to arrange for the final disposition of the cremated remains in any manner permitted by law.

LIMITATIONS OF LIABILITY

The obligations of Appoquinimink Crematory shall be limited to the cremation of the decedent and the disposition of the decedent's cremated remains as authorized on the Cremation Authorization Form. No warranties, expressed or implied, are made and damages shall be limited to the amount of the cremation fee paid.

I (We) have read the above document entitled "Appoquinimink Crematory Policies, Procedures and Requirements," and hereby authorize Appoquinimink Crematory to perform the cremation of the decedent in accordance with that document.

Initials of AA _____