

AUTHORIZATION FOR CREMATION AND DISPOSITION

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

I/We, the undersigned, certify, warrant, and represent that I/we am/are the nearest degree of legal relationship to the Deceased, that I/we am/are entitled to exercise the Right of Sepulcher described below, that there is no one with a superior right to direct the disposition of the remains of the Deceased, and that I/we have the full legal right and authority to authorize the cremation, processing and disposition of the remains of [] (hereinafter referred to as the "Deceased").

SS# _____ Date of Death: _____ Time of Death: _____ AM / PM

I/We hereby specifically request and authorize Schrader Funeral Home, Inc. to take possession of and make arrangements for the cremation of the remains of the Deceased at Schrader Funeral Home, Inc. D/B/A Schrader Funeral Home & Crematory, 14960 Manchester Rd., Ballwin, MO 63011, MO Licensed Funeral Establishment #2011001354 (hereinafter referred to as "Schrader"), or, in the event that cremation services are required during any period in which the facilities and equipment of Schrader are unavailable, to engage the services of a Licensed Funeral Establishment to transport, take possession of, perform cremation services for, and return the cremated remains of the Deceased to Schrader Funeral Home, Inc

I/We hereby authorize Schrader to arrange for the disposition of the cremated remains of the Deceased as follows: **[ONE MUST BE CHECKED]**

- ☐ Deliver to _____
- ☐ Release to family member (name) _____
- ☐ USPS Priority Mail* to (name and complete address) _____
- ☐ Interment/Entombment/Niche at _____
- ☐ Other (description) _____

Description of urn(s) or container(s) selected _____

The cremation, processing and disposition of the remains of the Deceased authorized herein shall be performed in accordance with all governing laws, rules, and regulations, and the policies of Schrader including the following terms and conditions:

- I/we have viewed the remains of the Deceased and have made positive identification of the remains. I/we warrant and represent that the remains I/we viewed were positively identified as _____
- Section 194.119.1 of the Revised Statutes of Missouri (2023) controls the exercise of the right to direct the disposition of the remains of Deceased (the "Right of Sepulcher"), a copy of which is attached to this Authorization. I/WE CERTIFY, WARRANT, AND REPRESENT TO SCHRADER THAT ALL OF THE PERSONS ENTITLED TO EXERCISE THE RIGHT OF SEPULCHER AGREE THAT THE REMAINS OF DECEASED SHALL BE CREMATED AS PROVIDED IN THIS AUTHORIZATION, AND THAT THERE IS NO ONE WITH A RIGHT SUPERIOR TO MY/OUR RIGHT REGARDING CUSTODY, CONTROL, AND DISPOSITION OF THE REMAINS OF THE DECEASED. IF ALL PERSONS ENTITLED TO EXERCISE THE RIGHT OF SEPULCHER ARE NOT IN AGREEMENT, SECTION 194.119.1 R.S.MO. (2015) DESCRIBES THE MANNER IN WHICH AUTHORIZATION FOR CREMATION MAY BE OBTAINED.**
- The remains of the Deceased must be in a combustible, leak resistant, rigid cremation container. **Metal caskets are not accepted.**
- Schrader is authorized to remove and dispose of handles, ornaments and any other noncombustible items attached to the cremation container prior to cremation.
- Mechanical or radioactive devices implanted in the remains of the Deceased (such as pacemakers, etc.) may create a hazard when placed in the cremation chamber. In the event the remains of the Deceased contain such a device, I/we hereby authorize Schrader Funeral Home, Inc., its agents and employees, to remove any such implanted mechanical or radioactive devices from the remains of the Deceased prior to cremation and to dispose of such items at its sole discretion.
I/WE HEREBY CERTIFY THAT THE REMAINS OF THE DECEASED () DOES, or () DOES NOT CONTAIN ANY TYPE OF IMPLANTED MECHANICAL OR RADIOACTIVE DEVICE. If "DOES" IS CHECKED, YOU MUST LIST BELOW ALL IMPLANTED MECHANICAL AND RADIOACTIVE DEVICES:

- The cremation container containing the remains of the Deceased will be placed in the cremation chamber and will be totally and irreversibly destroyed by prolonged exposure to intense heat and direct flame. It is understood that the human body burns with the casket, container, and/or other material placed in the cremation chamber.
- During the cremation, the contents of the chamber may be moved or repositioned to facilitate cremation. I/We authorize Schrader, its agents and employees, to open the cremation chamber during the cremation process and reposition the remains of the Deceased as needed in order to facilitate a complete and thorough cremation.
- The cremation chamber is composed of ceramic or other material which disintegrates slightly during each cremation and the product of that disintegration is commingled with the cremated remains of the Deceased. Nearly all of the contents of the cremation chamber, consisting of the cremated remains of the Deceased, disintegrated cremation chamber material, and minute particles from previous cremations, are removed together and crushed, pulverized, or ground to facilitate inurnment or scattering. I/We understand and acknowledge that even with the exercise of reasonable care and the use of Schrader's best effort it is not possible to recover all particles of the cremated remains of the Deceased, and some minute residue remains in the cracks and uneven places of the cremations chamber.
- Certain items, including, but not limited to, body prostheses, dentures, dental bridgework, dental fillings, jewelry, and other personal articles accompanying the remains of the Deceased, may be destroyed during the cremation process. I/We further authorize that if any items, other than the cremated remains of the Deceased, are recovered from the cremation chamber they **shall be separated from the cremated remains of the Deceased and disposed of.** **INITIAL ()**
- I/We hereby authorize Schrader to separate and remove from the cremation chamber all noncombustible materials, including, but not limited to, hinges, latches, screws and nails and to dispose of such materials.
- In the event the urn or container is insufficient to accommodate all of the cremated remains of the Deceased, any excess cremated remains will be placed in a secondary container and returned to the designated party listed above, together with the primary urn or container. An urn of minimum size of 200 cubic inches is recommended in the case of an adult.
- IN THE EVENT THE CREMATED REMAINS OF THE DECEASED REMAIN UNCLAIMED FOR A PERIOD OF 30 DAYS AFTER CREMATION, SCHRADER FUNERAL HOME, INC. SHALL GIVE WRITTEN NOTICE TO ME/US BY CERTIFIED MAIL AT THE ADDRESS(ES) OF RECORD. I/WE AGREE THAT IN THE EVENT THE CREMATED**

REMAINS FOR THE DECEASED REMAIN UNCLAIMED FOR A PERIOD OF 120 DAYS AFTER DATE OF SUCH WRITTEN NOTIFICATION IS MAILED, SCHRADER IS AUTHORIZED AND DIRECTED TO DISPOSE OF THE UNCLAIMED CREMATED REMAINS OF THE DECEASED BY ANY LAWFUL MANNER. INITIAL ()

13. I/We agree to indemnify, release and hold Schrader Funeral Home, Inc., and its officers, directors, affiliates, agents, employees and assigns, and any Licensed Funeral Establishment engaged to perform the cremation services described hereinabove harmless from (i) any and all loss, damage, liability, or causes of action (*including attorney's fees and expenses of litigation*) in connection with the cremation and disposition of the cremated remains of the Deceased as authorized herein, (ii) any inaccurate statement or representation made herein as to the identity of or objection of any person entitled to exercise the Right of Sepulcher with respect to the Deceased, and (iii) my/our failure to correctly identify the remains of the Deceased, disclose the presence of any implanted mechanical or radioactive devices, or take possession of, or make permanent arrangements for, the disposition of such remains.
14. This authorization is not a contract for cremation services. A separate contract will be required to purchase any other services requested to be provided by Schrader. The *Statement of Funeral Goods and Services Selected* is the contract for cremation services.
15. **THE PERSON OR PERSONS WHO SIGN(S) THE CONTRACT, REGARDLESS OF THE ORIGIN OF FUNDS, ARE LEGALLY ENTITLED TO CONTROL AND DIRECT THE DISPOSITION OF THE ENTIRETY OF THE CREMATED REMAINS. INITIAL ()**

I/we warrant that all representations and statements made herein are true and correct, and that I/we have read, understand, and agree to all the provisions contained in this document. Date Time AM / PM of authorization.

► SCHRADER FUNERAL HOME, INC. IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE OF CREMATED REMAINS SHIPPED VIA PRIORITY MAIL EXPRESS BY THE UNITED STATES POSTAL SERVICE, AS REQUIRED BY STATE LAW. SCHRADER WILL NOT MAIL OR SHIP CREMATED REMAINS OUT OF THE UNITED STATES. INITIAL ()

ALL FIELDS MUST BE COMPLETED BY EACH SIGNER

X1		
Signature	Printed Name	Relationship
Address	City/State/ZIP	Phone
Witness Signature:		Witness Printed Name:

X2		
Signature	Printed Name	Relationship
Address	City/State/ZIP	Phone
Witness Signature:		Witness Printed Name:

X3		
Signature	Printed Name	Relationship
Address	City/State/ZIP	Phone
Witness Signature:		Witness Printed Name:

X4		
Signature	Printed Name	Relationship
Address	City/State/ZIP	Phone
Witness Signature:		Witness Printed Name:

SECTION 194.119 RSMMO (2023) – RIGHT OF SEPULCHER, THE RIGHT TO CHOOSE AND CONTROL FINAL DISPOSITION OF A DEAD HUMAN BODY

1. As used in this section, the term "**right of sepulcher**" means the right to choose and control the burial, cremation, or other final disposition of a dead human body.

2. For purposes of this chapter and chapters 193, 333, and 436, and in all cases relating to the custody, control, and disposition of deceased human remains, including the common law right of sepulcher, where not otherwise defined, the term "**next-of-kin**" means the following persons in the priority listed if such person is eighteen years of age or older, is mentally competent, and is willing to assume responsibility for the costs of disposition:
 - (1) An **attorney in fact designated in a durable power of attorney** wherein the deceased specifically granted the right of sepulcher over his or her body to such attorney in fact;
 - (2) For a decedent who was on active duty in the United States military at the time of death, the person designated by such decedent in the written instrument known as the **United States Department of Defense Form 93, Record of Emergency Data**, in accordance with 10 U.S.C. Section 1482;
 - (3) The **surviving spouse, unless an action for the dissolution of the marriage has been filed** and is pending in a court of competent jurisdiction;
 - (4) **Any surviving child of the deceased.** If a surviving child is less than eighteen years of age and has a legal or natural guardian, such child shall not be disqualified on the basis of the child's age and such child's legal or natural guardian, if any, shall be entitled to serve in the place of the child unless such child's legal or natural guardian was subject to an action in dissolution from the deceased. In such event the person or persons who may serve as next-of-kin shall serve in the order provided in subdivisions (5) to (9) of this subsection;
 - (5)
 - (a) **Any surviving parent** of the deceased; or
 - (b) If the deceased is a minor, a **surviving parent who has custody** of the minor; or
 - (c) If the deceased is a minor and the deceased's parents have joint custody, the **parent whose residence is the minor child's residence** for purposes of mailing and education;
 - (6) **Any surviving sibling** of the deceased;
 - (7) **The next nearest surviving relative** of the deceased by consanguinity or affinity;
 - (8) **Any person or friend who assumes financial responsibility** for the disposition of the deceased's remains if no next-of-kin assumes such responsibility;
 - (9) The **county coroner or medical examiner**; provided however that such assumption of responsibility shall not make the coroner, medical examiner, the county, or the state financially responsible for the cost of disposition.

3. The next-of-kin of the deceased shall be entitled to control the final disposition of the remains of any dead human being consistent with all applicable laws, including all applicable health codes. The **next-of-kin may delegate the control of the final disposition of the remains of any dead human being to an agent through either a specific or general grant of power** in accordance with section 404.710 if, at the time of delegation, the next-of-kin was eighteen years of age or older and mentally competent and the principal or agent is taking financial responsibility for the disposition.

4. A funeral director or establishment is entitled to rely on and act according to the lawful instructions of any person claiming to be the next-of-kin of the deceased; provided however, in any civil cause of action against a funeral director or establishment licensed pursuant to this chapter for actions taken regarding the funeral arrangements for a deceased person in the director's or establishment's care, the relative fault, if any, of such funeral director or establishment may be reduced if such actions are taken in reliance upon a person's claim to be the deceased person's next-of-kin.
5. Any person who desires to exercise the right of sepulcher and who has knowledge of an individual or individuals with a superior right to control disposition shall notify such individual or individuals prior to making final arrangements.
6. If an individual with a superior claim is notified in person or by written notice with delivery confirmation to such person's last known address by a person with an inferior claim that such person desires to exercise the right of sepulcher and the individual so served does not object within forty-eight hours of such notice, such individual shall be deemed to have waived such right. An individual with a superior right may also waive such right at any time if such waiver is in writing and dated.
7. If there is more than one person in a class who are equal in priority and the funeral director has no knowledge of any objection by other members of such class, the funeral director or establishment shall be entitled to rely on and act according to the instructions of the first such person in the class to make arrangements; provided that such person assumes responsibility for the costs of disposition and no other person in such class provides written notice of his or her objection. **If the funeral director has knowledge that there is more than one person in a class who are equal in priority and who do not agree on the disposition, the decision of the majority of the members of such class shall control the disposition.**
8. For purposes of conducting a majority vote under subsection 7 of this section, the funeral director shall allow voting by proxy using a written authorization or instrument.

(L. 2003 H.B. 394, A.L. 2008 S.B. 788 merged with S.B. 1139, A.L. 2010 H.B. 1524 & 2260, A.L. 2015 H.B. 618, A.L. 2023 S.B. 116)

INFORMATION REGARDING CREMATION OF DECEASED

FULL NAME OF DECEASED	LAST RESIDENCE ADDRESS	CITY/STATE/ZIP
PLACE OF DEATH	ADDRESS OF DEATH	CITY/STATE/ZIP
PLACE OF BIRTH	PLACE OF FUNERAL	DATE OF FUNERAL
MISSOURI LICENSED FUNERAL DIRECTOR SIGNATURE	MISSOURI LICENSED FUNERAL DIRECTOR PRINTED NAME	MISSOURI FUNERAL DIRECTOR LICENSE NUMBER
DATE OF CREMATION	TIME CREMATION BEGAN	CREMATION TAG NUMBER
CREMATED REMAINS RELEASED TO SIGNATURE	CREMATED REMAINS RELEASED TO PRINTED NAME	DATE OF RECEIPT
PRIORITY MAIL RECEIPT NUMBER	DATE MAILED	

Revised/Updated 09/2026