AUTHORIZATION TO TRANSFER CUSTODY OF A DECEDENT TO A FAMILY MEMBER

1. PARTIES:

"FUNERAL HOME":_____
(Name of Funeral Home transferring the Decedent)

"REPRESENTATIVE":_____
(Person with the right to control the final disposition under SD 34-26-75)

"RECIPIENT":_____
(Name of Family Member Receiving Remains)

"DECEDENT":_____
(Name of Decedent)

2. AUTHORITY OF REPRESENTATIVE: The REPRESENTATIVE warrants and represents to FUNERAL HOME that the REPRESENTATIVE is the person who has the right to control the final disposition of the DECEDENT under SD 34-26-75.

3. DIRECTION TO TRANSFER POSSESSION OF REMAINS: The REPRESENTATIVE directs and authorizes the FUNERAL HOME to transfer the remains of the DECEDENT to the RECIPIENT. In directing and authorizing the transfer, the REPRESENTATIVE understands that the RECIPIENT is not a licensed funeral director. The REPRESENTATIVE also agrees that the FUNERAL HOME will have no further responsibility for the protection and safekeeping of the remains after such transfer. The REPRESENTATIVE understands and agrees that the RECIPIENT must abide by all state and local laws regarding the transport and possession of human remains. The REPRESENTATIVE also understands and agrees that the RECIPIENT is responsible for all paperwork, permits, etc. that are to accompany the DECEDENT.

4. RECIPIENT UNDERSTANDING: The RECIPIENT understands and agrees that they are responsible for the legal and ethical transportation and possession of the remains of the DECEDENT and that the RECIPIENT is responsible for maintaining any and all paperwork, permits, etc. that are to accompany the DECEDENT. Further, the RECIPIENT understands and agrees that they will follow all OSHA regulations regarding the handling of human remains, including but not limited to the Bloodborne Pathogen Standard.

5. RELEASE AND HOLD HARMLESS: The REPRESENTATIVE hereby agrees to release and hold harmless the FUNERAL HOME from any and all claims related in any respect

to the transfer the remains of the DECEDENT to the RECIPIENT.

6. INDEMNITY: The REPRESENTATIVE agrees to indemnify and defend the FUNERAL HOME from any and all claims concerning the transfer of possession of the DECEDENT, the transport of the DECEDENT, and any claim that arises regarding the DECEDENT, including but not limited to any claim by the RECIPIENT.

Date:_____ _____

REPRESENTATIVE

If there is more than one person with the right to control the final disposition, they must also sign below as a REPRESENTATIVE.