

**Appendix D  
RELEASE, SUBROGATION, AUTHORIZATION AND UNDERTAKING**

CLAIM BETWEEN:

\_\_\_\_\_ and \_\_\_\_\_  
Name of Claimant Name of Operator

IN CONSIDERATION of the payment or partial payment to me of \$\_\_\_\_\_ of the claim from the Funeral Services Compensation Fund (the "Fund"), the receipt and sufficiency of which is hereby acknowledged, the undersigned claimant hereby releases and forever discharges the Fund from any and all further actions, causes of action, claims and demands for damages, indemnity, liability or loss in relation to the claim howsoever arising which I now have, may have had or may hereafter have, or for which their respective heirs, successors and assigns or any of them hereinafter can, shall or may have arising from or related to the claim. The claimant acknowledges that, in the event of partial payment, this release only applies to the extent of that part of the claim being paid.

AND FURTHER, the Fund is hereby subrogated in the place of all rights of recovery, claims, demands and remedies which I have had, have or may have in respect to the claim for which payment was made against any person or organization, but not limited to \_\_\_\_\_,  
(INSERT NAME OF OPERATOR)  
which includes its subsidiaries, parent companies, successors, agents and assigns any party claiming through the to the extent of payment made.

THE UNDERSIGNED FURTHER AUTHORIZES the Fund and/or the Committee to commence any action and/or proceeding, compromise, adjust or settle any action and/or proceeding in the name of the undersigned or otherwise at the expense of the Fund, with respect to the claim to the extent of any payment made by the Fund in respect of the claim. Where only a portion of the undersigned's claim has been paid by the Fund, the Fund is hereby authorized to act as the undersigned's agent with respect to the balance of the claim of the undersigned and, in that regard, is empowered to commence any action and/or proceeding, compromise, adjust or settle any action and/or proceeding in the name of the undersigned or the undersigned's claim not subrogated herein. Any monies recovered by the Fund on its behalf shall be applied firstly towards the cost incurred in recovering the said monies and secondly towards that portion of the claim paid by the Fund. The balance, if any shall be remitted by the Fund to the undersigned.

IT IS UNDERSTOOD AND AGREED that in the event a further payment is received by the undersigned from the Fund, this release and subrogation shall apply to such further payment without re-execution of this document.

THE UNDERSIGNED UNDERTAKES THAT it will furnish the Fund with all papers and information in its possession and execute such documents and do everything in its power necessary for proper litigation of the said claim.

THE UNDERSIGNED FURTHER UNDERTAKES that should the undersigned receive any payment and/or reimbursement of the said claim from any other source subsequent to the date hereof, the undersigned agrees to immediately advise the Fund of such payment and/or reimbursement and immediately remit such payment and/or reimbursement to the Fund.

This Release, Subrogation and Authorization may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

**IN WITNESS WHEREOF the undersigned hereby executes this document.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF BENEFICIARY AND CLAIMANT

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS