

NFDA FORMS PACKET FOR LIVE STREAMING OR RECORDING FUNERAL SERVICES

For funeral homes that are planning to live stream funeral services over the internet, NFDA has drafted and compiled the following forms for members to use:

1. Consent by Participant to Be Broadcast via Live Stream. If a funeral service is to be live streamed on the internet, it is prudent to notify major participants such as clergy, celebrants, persons giving eulogies, and musicians to determine if they have any objections to appearing on the broadcast. The Consent Form can be used to document their permission to use their likeness, voice, and sounds in the broadcast.
2. Directions to Record Services: If the family wants either a video or audio recording of the funeral service, this form may be used to document their permission to make an audio and/or video recording.¹
3. Authorization to Live Stream Funeral Service over the Internet: If the family wants the funeral service to be live streamed over the funeral home's website or over an internet platform, use this form to document their authorization.

IF YOU ARE LIVE STREAMING A FUNERAL
SERVICE ON THE INTERNET AND IT WILL
CONTAIN COPYRIGHT PROTECTED MUSIC YOU
WILL NEED AN NFDA LIVE STREAMING LICENSE
IF THERE WILL BE MUSIC ON THE BROADCAST.
THIS LICENSE IS AVAILABLE BY CALLING NFDA
AT 800-228-6332 OR BY GOING TO www.nfda.org.

¹ Please be advised that you may not record services that contain copyrighted music, even if you have a performance or webcasting license for the music as recording music along with video requires a synchronization license which is not generally available for most songs.

CONSENT BY PARTICIPANT TO BE BROADCAST VIA LIVE STREAM

1. PARTIES AND DEFINITIONS:

“FUNERAL HOME”: _____
(Name of Funeral Home)

“PARTICIPANT”: _____
(Name of Person Participating in Funeral Service)

“DECEDENT”: _____
(Name of Decedent)

2. BROADCAST OF FUNERAL SERVICES: FUNERAL HOME has been directed and authorized by the family or representative of the DECEDENT to broadcast the funeral services for the DECEDENT over the internet. PARTICIPANT is scheduled to make a presentation, perform, or speak at the funeral service for DECEDENT. As such, PARTICIPANT understands that the PARTICIPANT’s name, likeness, presentation, and/or performance may be broadcast live over the internet.

3. CONSENT TO BROADCAST: PARTICIPANT grants to FUNERAL HOME the right to photograph, videotape, and otherwise digitally collect the PARTICIPANT’s likeness, voice, and sounds (the “PRESENTATION”) during the funeral service. PARTICIPANT acknowledges that the PRESENTATION will be broadcast over the internet.

4. BINDING CONSENT: This consent shall be binding upon PARTICIPANT’s heirs, personal representatives, and assigns. If PARTICIPANT is younger than 18 years old, the signature of the PARTICIPANT’s parent or legal guardian constitutes consent by the PARTICIPANT.

SIGNATURE OF PARTICIPANT:

DATE:

**DIRECTION TO RECORD FUNERAL SERVICE
IMPORTANT INFORMATION FOR FUNERAL HOME**

WARNING! YOU MAY NOT RECORD A FUNERAL SERVICE THAT CONTAINS COPYRIGHT PROTECTED MATERIAL WITHOUT A SYNCHRONIZATION LICENSE IN ORDER TO COMPLY WITH COPYRIGHT LAW!

SYNCHRONIZATION LICENSES ARE GENERALLY ONLY AVAILABLE FROM THE ORIGINAL COPYRIGHT HOLDER AND ARE NOT OFFERED BY NFDA.

DO NOT USE THIS FORM IF YOU ARE RECORDING A SERVICE WITH COPYRIGHT PROTECTED MATERIAL WITHOUT FIRST OBTAINING A SYNCHRONIZATION LICENSE!

DIRECTION TO RECORD FUNERAL SERVICE

1. **PARTIES AND DEFINITIONS:**

“FUNERAL HOME”:
_____ (Name of Funeral Home)

“REPRESENTATIVE(S)”:
_____ (Name of Representative(s))
(Use Reverse Side for Additional Names)

“DECEDENT”:
_____ (Name of Decedent)

“FUNERAL SERVICE”:
_____ (Describe the funeral services to be recorded)

2. **AUTHORITY OF REPRESENTATIVE(S):** REPRESENTATIVE(S) warrants and represents to FUNERAL HOME that REPRESENTATIVE(S) is the person or the appointed agent of the person who by law has the paramount right to arrange and direct the disposition of the remains of the DECEDENT and that no other person(s) has a superior right over the right of REPRESENTATIVE(S).

3. **DIRECTION AND AUTHORIZATION TO RECORD FUNERAL SERVICES:** As indicated below by checking the appropriate box, REPRESENTATIVE(S) directs and authorizes FUNERAL HOME to make the designated recording of the FUNERAL SERVICE for the DECEDENT and to provide to REPRESENTATIVE(S) with the recording of the FUNERAL SERVICE in the following format:

- Make an audio-visual recording and provide REPRESENTATIVE(S) with DVD(s) (Specify the number of copies: _____).
- Make an audio recording and provide REPRESENTATIVE with CD(s) (Specify the number of copies: _____).

4. **CLOSED CASKET:** Unless REPRESENTATIVE(S) checks the box below, the casket containing the DECEDENT will be closed during the recorded service. If the box is checked directing that the casket is to be opened, the REPRESENTATIVE(S) acknowledges and agrees that the face and/or body of the DECEDENT may appear on the broadcast.

- REPRESENTATIVE(S) instructs that the casket is to be opened.

5. **RELEASE:** REPRESENTATIVE(S) acknowledges that the recording will be made by an employee of the FUNERAL HOME who is not an audio or visual professional and is making the recording as an accommodation to REPRESENTATIVE(S). FUNERAL HOME makes no representation or warranty regarding the quality or condition of the recording and REPRESENTATIVE(S) releases the FUNERAL HOME from any claims related to the quality or conditions of the recording.

6. **COPYRIGHT ACKNOWLEDGEMENT AND RELEASE:** REPRESENTATIVE(S) acknowledges that no rights are being conveyed by FUNERAL HOME with respect to copyright of any material contained in the recording of the FUNERAL SERVICE (e.g., without limitation,

reproduction rights, print rights, synchronization rights, etc.). REPRESENTATIVE(S) further acknowledges that unless REPRESENTATIVE(S) has obtained rights for any copyrighted material, no such material may be included in the recording. REPRESENTATIVE(S) represents that he/she will defend, indemnify, and hold harmless FUNERAL HOME and all of its respective owners, employees, agents, successors, and assigns from any claims of third parties arising from REPRESENTATIVE(S) direction to FUNERAL HOME to record FUNERAL SERVICES.

SIGNATURE OF REPRESENTATIVE(S):

DATE:

AUTHORIZATION TO LIVE STREAM FUNERAL SERVICES OVER THE INTERNET

1. PARTIES AND DEFINITIONS:

“FUNERAL HOME”:
_____ (Name of Funeral Home)

“REPRESENTATIVE(S)”:
_____ (Name of Representative(s))
(Use Reverse Side for Additional Names)

“DECEDENT”:
_____ (Name of Decedent)

“FUNERAL SERVICE”:
_____ (Describe the funeral services to be live streamed)

2. AUTHORITY OF REPRESENTATIVE(S): REPRESENTATIVE(S) warrants and represents to FUNERAL HOME that REPRESENTATIVE(S) is the person or the appointed agent of the person who by law has the paramount right to arrange and direct the disposition of the remains of the DECEDENT and that no other person(s) has a superior right over the right of the REPRESENTATIVE(S).

3. DIRECTION AND AUTHORIZATION TO LIVE STREAM FUNERAL SERVICES: REPRESENTATIVE(s) directs and authorizes FUNERAL HOME to broadcast an audio-visual transmission of the FUNERAL SERVICES for DECEDENT over the internet that will be available for members of the public to access and view as a live presentation. The transmission shall be broadcasted only as a live presentation and will not be maintained on FUNERAL HOME’s website or on the internet for viewing after the FUNERAL SERVICE has concluded.

4. CLOSED CASKET: Unless the REPRESENTATIVE checks the box below, the casket containing the DECEDENT will be closed during the broadcast. If the box is checked directing that the casket is to be opened, the REPRESENTATIVE acknowledges and agrees that the face and/or body of the DECEDENT may appear on the broadcast.

REPRESENTATIVE instructs that the casket is to be opened.

5. RELEASE: REPRESENTATIVE(S) acknowledges that the video will be made by an employee of the FUNERAL HOME who is not an audio or visual professional and FUNERAL HOME is making the video as an accommodation to REPRESENTATIVE(S). FUNERAL HOME makes no representation or warranty regarding the quality of the video and audio and REPRESENTATIVE(S) releases the FUNERAL HOME from any claims related to the quality of the video or audio.

6. COPYRIGHT ACKNOWLEDGEMENT AND RELEASE: REPRESENTATIVE(S) acknowledges that no rights are being conveyed by FUNERAL HOME with respect to copyright of any material contained in the recording of the FUNERAL SERVICE (e.g., without limitation, reproduction rights, print rights, synchronization rights, etc.). REPRESENTATIVE(S) further

acknowledges that unless REPRESENTATIVE(S) has obtained rights for any copyrighted material, other than music supplied by FUNERAL HOME, no such material may be included in the recording. REPRESENTATIVE(S) represents that he/she will defend, indemnify, and hold harmless FUNERAL HOME and all of its respective owners, employees, agents, successors, and assigns from any claims of third parties arising from REPRESENTATIVE(S) direction to FUNERAL HOME to live stream FUNERAL SERVICES.

SIGNATURE OF REPRESENTATIVE(S):

DATE:
