

Catholic Mutual...CARES

Wake Services Can Create Additional Liability Exposures for the Church

Wake services prior to a funeral can create additional liability exposures for the Catholic Church. This is especially true when the deceased is left unattended at the church. To reduce potential liability exposures, parishes may choose to implement specific loss control procedures.

Ideally, a parish should work with each funeral home to address the following:

- 1) Ask each funeral home to maintain care, custody, and control of the deceased at all times. This includes transportation to and from wake services, rosary services, and funerals.
- 2) Discourage the funeral home from leaving the deceased at the church overnight.
- 3) Have each funeral home incorporate hold harmless agreements in their contract if the deceased will remain at the church overnight. Signing of the hold harmless agreement can be completed with the help of the undertaker during pre-funeral arrangements. We recommend contacting each local funeral home to establish these guidelines and procedures. Attached is a sample hold harmless agreement which can be used in these instances. (We recommend having your legal counsel review all forms prior to implementation.)

In all cases where the deceased will remain in the church overnight, the family member should be properly notified that this will occur and details reviewed. Also, added security measures should be exercised making certain the casket is locked in a secure area with limited access.

**COVENANT NOT TO SUE AND INDEMNITY AND
HOLD HARMLESS AGREEMENT**

I/We, _____, next of kin of _____ (Deceased), in consideration of being permitted to have the remains of _____ (Deceased) left overnight in _____ (Name of parish or location) on _____ (Date) hereby covenant not to sue _____, Arch/Bishop of _____ (and his successors in interest), the Arch/Diocese of _____, and _____ (Name of parish or location), hereinafter jointly known as "The Church", and their officers, employees, agents, and representatives.

Further, I/We, _____, next of kin of _____ (Deceased), in consideration of being permitted to have the remains of _____ (Deceased) left overnight in _____ (Name of parish or location) on _____ (Date) hereby agree to protect, defend, indemnify, save and hold harmless "The Church" and their officers, employees, agents and representatives from and against any and all claims, demands, causes of action of every kind and character, losses, costs, expenses (including attorneys' fees) and damages of every kind and character, without limit and without regard to the cause or causes thereof, or the negligence of any party or parties, including the negligence of "The Church", whether such negligence be sole, joint or concurrent, for injury, loss, or damage to the body of _____ (Deceased), or for injury, illness or death of any person, or damage to any property, arising out of allowing the remains of _____ (Deceased) to be left overnight upon the property of _____ (Name of parish or location) on _____ (Date).

It is the express intention of the parties hereto, both "The Church" and next of kin of _____ (Deceased), that under the indemnity provided by the immediately preceding paragraph, the next of kin shall indemnify and protect "The Church" from the consequences of "The Church's" own real or alleged negligence.

(Next of kin)

(Next of kin)

(Date)

(Date)