

## **AUTHORIZATION FOR CREMATION**

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

### **IDENTIFICATION OF THE DECEDENT**

NAME OF DECEDENT: \_\_\_\_\_  
(FIRST) (MIDDLE) (LAST) (SUFFIX)

DATE OF DEATH: \_\_\_\_\_ TIME OF DEATH: \_\_\_\_\_ PLACE OF DEATH: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

### **PACEMAKERS, IMPLANTS, AND PROSTHESES**

Pacemakers, radioactive, silicon or other implants, mechanical devices or prostheses may create a hazardous condition when placed in the cremation chamber and subjected to heat and must be removed prior to delivery to the Crematory. As Authorizing Agent, I have listed below all devices (including mechanical, prosthetic, implants, or materials), which may have been implanted in or attached to the decedent.

Description of Devices: \_\_\_\_\_

\_\_\_\_\_  
(Initials) As Authorizing Agent, I instruct the Funeral Home to remove each device listed above.

### **CASKET OR ALTERNATIVE CONTAINER**

The remains are to be cremated in a combustible casket or alternative container that is capable of being completely closed, resistant to leakage or spillage, sufficiently rigid to be handled easily, and provides protection for the health and safety of Crematory personnel. Many caskets that are comprised primarily of combustible material also contain some exterior parts (decorative handles or rails) that are not combustible and that may cause damage to the cremation equipment. As Authorizing Agent, I authorize the Crematory, in its discretion, to remove and discard the non-combustible materials. I understand that plastic, metal, or fiberglass caskets will not be accepted. I further understand that the casket or alternative container will be consumed as part of the cremation process.

\_\_\_\_\_  
(Initials) As Authorizing Agent, I understand the cremation container requirements.

### **URN OR TEMPORARY CONTAINER**

After the cremated remains have been processed, they will be placed in the urn listed below or, if an urn is not provided to the Crematory, in a temporary container provided by the Crematory. The Authorizing Agent acknowledges that it is impossible to recover all of the dust and residue from the cremation and processing. In the case of an adult, it is recommended that the urn or temporary container be a minimum size of 200 cubic inches. In the event the urn or temporary container is insufficient to accommodate all of the cremated remains, the excess will be placed by the Crematory in a secondary container. This secondary container will be kept with the urn or the temporary container and handled according to the final disposition instruction set forth below. All urns or containers to be shipped must be appropriate for shipping. The Authorizing Agent directs the Crematory to use the specified urn(s) or container listed.

\_\_\_\_\_ Urn, urns or temporary container provided by Authorizing Agent: \_\_\_\_\_

Description

\_\_\_\_\_ Standard temporary container provided by the Crematory

### **THE CREMATION PROCESS**

Cremation is carried out by placing the Decedent's remains in the casket or alternative container, which is then placed into a cremation chamber or retort where they are subjected to intense heat and flame. All cremations are performed individually. During the cremation process, it may be necessary to open the cremation chamber and reposition the remains of the Decedent to facilitate a complete and thorough cremation. Through the use of suitable fuel, the incineration of the container and its contents is accomplished, and all substances are consumed or driven off, except bone fragments (calcium compounds) and metal as the temperature is not sufficient to consume them.

Due to the nature of the cremation process, any personal possessions or valuable materials, such as dental gold or jewelry (as well as any prostheses or dental bridgework) that are left with the remains and not removed from the casket or container prior to cremation may be destroyed or if not destroyed, will be disposed of by the Crematory. The Authorizing Agent understands that arrangements must be made with the Funeral Home to remove any such possessions or valuables prior to the time that the remains of the Decedent are transported to the Crematory.

Following a cooling period, the cremated remains, which will normally weigh several pounds in the case of an average-sized adult except, in the case of a child, infant, or fetus, where little or no cremated remains may be present after cremation, are then swept or raked from the cremation chamber. Although the Crematory will, as much as possible, take reasonable efforts to remove all residual of the cremation process from the cremation chamber, it is impossible to remove all of them, as some dust and other residue from the

process will be left behind. In addition, while every effort will be made to avoid commingling, inadvertent and incidental commingling of minute particles of cremated remains from the residues of previous cremations is a possibility, and the Authorizing Agent understands and agrees to the process described herein.

After the cremated remains are removed from the cremation chamber, all non-combustible material (insofar as possible) such as dental bridgework, surgical implants, hinges, latches, or nails from the container will be separated and removed from the human bone fragments by visible or magnetic selection. The Crematory is hereby authorized by the Authorizing Agent to dispose of these materials with similar materials from other cremations in a non-recoverable manner, so that only human bone fragments will remain.

When the cremated remains are removed from the cremation chamber, the skeletal remains often will contain recognizable bone fragments. After the bone fragments have been separated from the other material, they will be mechanically pulverized. The process of crushing or grinding may cause incidental commingling of the remains with the residue from the processing of previously cremated remains. These granulated particles of unidentifiable dimensions, which are virtually unrecognizable as human remains, will then be placed into a designated container.

\_\_\_\_ As Authorizing Agent, I have read and understand the description of the cremation process contained above ("The Cremation Process") and authorize the  
(Initials) cremation, processing, and pulverization of the remains of the decedent.

**ORDER OF DISPOSITION**

Cremated remains shall only be released by the Crematory to the Authorizing Agent, the Funeral Home, or with the express written consent of the Authorizing Agent (a copy of which is attached), to a designee. If no permanent disposition has been made within 30 days from the date of cremation, then the cremated remains may be disposed of in any way Mount Auburn Cemetery deems appropriate and in accordance with The Commonwealth of Massachusetts law.

\_\_\_\_ As Authorizing Agent, I have read and understand the "Order of Disposition".  
(Initials)

**AUTHORITY OF AUTHORIZING AGENT**

As Authorizing Agent, I hereby represent that I have the fully legal power and authority to authorize the cremation of the decedent's remains. I understand and agree that the Crematory is acting in full reliance on this representation of authority.

In addition, as Authorizing Agent, by initialing one of the following two statements, I further represent that I have all necessary legal power and authority to authorize the cremation of the decedent's remains:

\_\_\_\_ I certify that I do not have knowledge of any living person who has a superior right, power or authority to act as the Authorizing Agent.  
(Initials)

OR

\_\_\_\_ There is another living person(s) who has a superior right to act as Authorizing Agent and that person(s) has provided me written  
(Initials) permission (a copy of which is attached) to serve as Authorizing Agent.

**CERTIFICATION AND INDEMNIFICATION**

As the Authorizing Agent, I hereby agree to indemnify, defend and hold harmless Mount Auburn Cemetery, its trustees, officers, agents and employees, of and from any and all claims, demands, causes or causes of action, damages and suits of every kind, nature and description, in law or equity, including any legal fees, costs and expenses of litigation, arising as a result of, based upon, or connected with this authorization.

This Authorization shall be interpreted, construed and enforced pursuant to the laws of the Commonwealth of Massachusetts without regard to Massachusetts conflict of law principles. Any controversy or claim arising out of or relating to this Authorization, or the breach thereof, shall be filed in a court of competent jurisdiction in Massachusetts and the Parties expressly consent to the jurisdiction of that Court.

Executed at \_\_\_\_\_ (time), this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

Signature of Authorizing Agent: \_\_\_\_\_ Relationship to Decedent: \_\_\_\_\_

Print Name of Authorizing Agent: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

**REPRESENTATIONS OF FUNERAL DIRECTOR**

I represent and warrant that I have reviewed this form with the Authorizing Agent, that the Funeral Home has reviewed and confirmed such information as it deems necessary to confirm the authority of the Authorizing Agent. I represent and warrant that after reasonable investigation no member of our Funeral Home, has any knowledge or information that would lead us to believe that any of the answers provided by the Authorizing Agent are incorrect, that the human remains delivered to the Crematory and represented as the human remains that we identified to our Funeral Home as the Decedent, that our Funeral Home obtained all the necessary permits authorizing the cremation and those permits are attached and that the representations concerning a pacemaker and other materials or implants that may be potentially hazardous are true.

The Funeral Home hereby agrees to indemnify, defend and hold harmless Mount Auburn Cemetery, its trustees, officers, agents and employees, of and from any and all claims, demands, causes or causes of action, and suits of every kind, nature and description, in law or equity, including any legal fees, costs and expenses of litigation, arising as a result of, based upon, or connected with its representations and warranties as set forth in this authorization.

Funeral Director: \_\_\_\_\_ License \_\_\_\_\_  
Signature Print Name

Funeral Home: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_