

## **AUTHORIZATION FOR CREMATION AND DISPOSITION**

This Authorization for Cremation and Disposition ("Authorization") must be completed and signed prior to the cremation. Please read it carefully and ask us any questions you may have. Cremation is an irreversible and final process, so it is important that you understand the cremation process that is described in Section 4 of this Authorization prior to signing it.

**THIS AUTHORIZATION IS NOT A CONTRACT FOR CREMATION SERVICES. A SEPARATE CONTRACT OR CONTRACTS WILL BE REQUIRED TO PURCHASE THE SERVICES OF THE FUNERAL HOME AND/OR CREMATORY.**

### **1. IDENTIFICATION OF THE DECEDENT**

Name of Decedent: \_\_\_\_\_ Date & Time of Death: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Place of Death: \_\_\_\_\_ Sex: ☐ Male ☐ Female Age: \_\_\_\_\_ Death due to contagious disease? ☐ Yes ☐ No

#### **BECAUSE CREMATION IS IRREVERSIBLE, IDENTIFICATION OF THE DECEDENT IS REQUIRED BY ONE OF THE FOLLOWING METHODS:**

The Authorizing Agent(s) or his/her/their personal representative has viewed the remains and positively identified them as the body of the Decedent.

(Initials) \_\_\_\_\_

**OR**

The Authorizing Agent(s) or his/her/their personal representative has authorized the Funeral Home to photograph or create an image of the remains and the Authorizing Agent(s) or his/her/their personal representative has positively identified the photograph or image as that of the Decedent.

(Initials) \_\_\_\_\_

**OR**

The Authorizing Agent(s) or his/her/their personal representative has identified the Decedent's remains by identifying on the remains or by photograph the following:

(Initials) \_\_\_\_\_

☐ Scar ☐ Tattoo ☐ Other:

**OR**

The Authorizing Agent(s) has authorized the Funeral Home to rely on the identification of the Decedent's remains made by the Coroner or Medical Examiner or to rely on the representation of the Decedent's identity made by the institution where the death occurred.

(Initials) \_\_\_\_\_

### **2. FUNERAL HOME AND CREMATORY**

The Authorizing Agent(s) hereby authorize(s) and direct the Funeral Home and Crematory set forth below to carry out the directions and instructions of the Authorizing Agent(s) contained in this Authorization.

Name of Funeral Home ("Funeral Home"): \_\_\_\_\_ Address: \_\_\_\_\_

Name of Funeral Director: \_\_\_\_\_

Viewing/Service with Deceased Present: Y / N

Date of Viewing or Service: \_\_\_\_\_ Time of Viewing or Service: \_\_\_\_\_

Name of Crematory ("Crematory"): \_\_\_\_\_ Telephone of Crematory: \_\_\_\_\_

Address of Crematory: \_\_\_\_\_

### **3. IDENTIFICATION OF AUTHORIZING AGENT(S)**

Name of Authorizing Agent	Relationship to Decedent	Name of Authorizing Agent	Relationship to Decedent
Name of Authorizing Agent	Relationship to Decedent	Name of Authorizing Agent	Relationship to Decedent

I/we, the above-identified person/people, hereby represent that I/we have the legal authority to authorize and direct the cremation and final disposition of the Decedent's remains. I/we further represent that I/we am/are not aware of any living person who has a superior or equal right to direct the final disposition of the Decedent's remains; or, if there is such a person, I/we have made every reasonable effort to contact the person(s), have been unable to do so, and have no reason to believe that such person(s) would object to the cremation of the Decedent's remains.

Name of Person(s) Authorizing Agent(s) Attempted to Contact: \_\_\_\_\_

### **4. THE CREMATION PROCESS - AUTHORIZATION TO CREMATE AND PROCESS**

Cremation is a process that is performed to prepare the remains of the Decedent for final disposition. It may occur before or after any ceremonies to memorialize the Decedent's life. Cremation begins with the placement of the Decedent into an acceptable cremation container that then is placed into a cremation chamber or retort where it is subjected to intense heat and flame. Next, following a cooling period, the cremated remains, which typically are white in color and generally weigh several pounds for an average-sized adult, are removed from the cremation chamber and put into a processor where they are reduced to granulated particles. In the event that any non-combustible, inorganic material (i.e., hinges, latches, etc.) is recovered from the cremation chamber, the Crematory will separate such materials from the Decedent's remains and is authorized to dispose of such materials with similar materials from other cremations in a non-recoverable manner. Due to the nature of the cremation process, it is not always possible to recover all particles of the cremated remains and, accordingly, some particles of the Decedent's cremated remains inadvertently may become comingled with other cremation particles from prior cremations.

Due to the nature of the cremation process, any personal possessions or valuable materials, such as dental metals or jewelry (as well as any body prostheses or dental bridgework) that are not removed from the Decedent prior to cremation may be destroyed and, if not destroyed, will be disposed of by the Crematory. The staff at the Crematory are not authorized to remove any such possessions or valuables prior to cremation. Accordingly, the Authorizing Agent understands that arrangements must

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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. In this regard, below is an itemized list of valuables on or with the Decedent that the Authorizing Agent directs the Funeral Home to remove and return to him/her/them prior to cremation:

\_\_\_\_\_

Any personal property and effects delivered with the remains of the Decedent to the Crematory, including jewelry, clothes, hair pieces, dental bridgework, eyeglasses, and shoes, will be destroyed in the cremation process or otherwise discarded by the Crematory, in its sole discretion. In this regard, below is an itemized list of personal property with the Decedent that the Authorizing Agent directs the Crematory to cremate with the Decedent:

\_\_\_\_\_

Finally, pacemakers, radioactive silicon or other implants, mechanical devices or prostheses may create a hazardous condition when placed in a cremation chamber. Accordingly, the Crematory will not cremate any human remains that contain any such device. In this regard, please initial one of the following options:

\_\_\_\_\_ The remains of the Decedent do not contain any hazardous implanted devices such as those described above  
(Initials)

**OR**

\_\_\_\_\_ The remains of the Decedent contain the hazardous implanted devices that are listed below. As Authorizing Agent(s), I/we instruct the Funeral Home to remove each such device listed below and to charge for its services in doing so. Unless indicated below, the Funeral Home will dispose of all such devices.  
(Initials)

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

Special Instructions for Removal of Implanted Devices: \_\_\_\_\_

\_\_\_\_\_ As Authorizing Agent(s), I/we have read and understand the description of the cremation process above and hereby authorize the cremation and processing of the remains of the Decedent. I/we further authorize the Funeral Home to deliver the Decedent's remains to the Crematory for the purpose of the cremation.  
(Initials)

### **5. TIME OF CREMATION**

**Please initial one of the following:**

\_\_\_\_\_ The Crematory may perform the cremation of the Decedent's remains at a time and date as its work schedule permits and without any further notification to the Authorizing Agent(s).  
(Initials)

**OR**

\_\_\_\_\_ The Crematory is to use its best efforts to schedule the cremation in accordance with the schedule set forth below:  
(Initials)      Date: \_\_\_\_\_      Time: \_\_\_\_\_

### **6. CONTAINER FOR CREMATION PROCESS**

The remains of the Decedent will not be accepted for cremation unless received by the Crematory in a combustible, leak resistant, rigid cremation container. The Crematory is authorized to remove and dispose of handles, ornaments and any other noncombustible items attached to the cremation container prior to cremation. In the event the remains of the Decedent are received by the Crematory in a casket or other container constructed of metal, fiberglass, or other noncombustible materials, I/we authorize the remains of the Decedent to be removed prior to cremation and placed in a combustible cremation container. I/We further authorize the Funeral Home or Crematory to dispose of any such noncombustible casket in any lawful manner it deems appropriate.

**Container Selected for Cremation Process:** \_\_\_\_\_

### **7. URN, KEEPSAKE 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.

In most cases, 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 provided to the Funeral Home or Crematory must be appropriate for shipping or permanent storage. Any temporary or secondary container provided by the Crematory may not be suitable for shipping. The Authorizing Agent(s) direct(s) the Crematory to use the specified urn or container listed below, which such urn or container has been or will be provided to the Crematory:

**Urn or Temporary Container Selected:** \_\_\_\_\_

### **8. DISPOSITION OF CREMATED REMAINS AND PERMANENT PLACEMENT**

Cremation is NOT final disposition, nor is placing the cremated remains in storage at a funeral home final disposition. Some provision must be made for the final disposition of the Decedent's cremated remains. Therefore, upon the completion of the cremation, the Authorizing Agent(s) hereby direct(s) the Crematory and/or Funeral Home to undertake the actions set forth below to arrange the final disposition of the cremated remains of the Decedent:

☐ Deliver the cremated remains to \_\_\_\_\_ Cemetery, with which arrangements have already been made for the permanent placement of the cremated remains in the following manner: \_\_\_\_\_

☐ Return the cremated remains to the Funeral Home and / or deliver or release the cremated remains any of the following designated person(s):

Name: _____ Relationship: _____	Name: _____ Relationship: _____
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Name: _____ Relationship: _____	Name: _____ Relationship: _____
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☐ Return the cremated remains to the Funeral Home and / or ship the cremated remains via USPS Priority Mail Express to: \_\_\_\_\_ for permanent disposition.

Name	Address	City, ST, Zip
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☐ Other: \_\_\_\_\_

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\* The Funeral Home and the Crematory are not responsible for any loss or damage of the cremated remains shipped via Priority Mail Express with the United States Postal Service. I/We agree to release and hold the Funeral Home and the Crematory harmless from any and all claims related to such shipping. There will be no international shipping of cremated remains.

If the option selected for final disposition of the cremated remains has not been completed within 30 days of the date of cremation, then, to the extent permitted by law, the Crematory or Funeral Home shall charge the Authorizing Agent(s) a daily custodian fee for every day the final disposition remains uncompleted following the initial 30-day period. Further, if the option selected for final disposition of the cremated remains has not been completed within 90 days of the date of cremation (or other longer time period as required by applicable law), then the Funeral Home or Crematory hereby is authorized to arrange for the final disposition of the cremated remains in any manner permitted by law. The Authorizing Agent(s) shall be liable for the cost of such final disposition and shall reimburse the Funeral Home or Crematory immediately upon presentation of an invoice for such costs.

(Initials)

### **9. INDEMNIFICATION AND LIMITATION OF LIABILITY**

The Authorizing Agent(s) acknowledge(s) that the Funeral Home and Crematory are relying solely upon the representations being made by the Authorizing Agent(s) in this Authorization. The Authorizing Agent(s) certifies that all of the information and statements contained in this Authorization are accurate and no omissions of any material fact have been made. The Authorizing Agent(s) agree(s) to indemnify and hold harmless the Funeral Home and the Crematory, their officers, directors, employees and agents from and against any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, including, but not limited to, any legal fees, which arise out of, are based upon or are connected with this Authorization including, without limitation, the Authorizing Agent's failure to properly identify the Decedent, the processing, shipping and/or final disposition of the Decedent's cremated remains, the failure to take possession of or make proper arrangements for the final disposition of the cremated remains, any damage caused by harmful or exploding implants, claims brought by any other person(s) claiming the right to control the disposition of the Decedent or any other action performed pursuant to this Authorization. Except as set forth in this Authorization, no warranties, expressed or implied, are made by the Funeral Home, Crematory or any of their respective affiliates, agents or employees. To the extent permitted by law, any damages hereunder shall be limited to the amount of the cremation fee paid to the Funeral Home or the Crematory.

### **10. SIGNATURE OF AUTHORIZING AGENT(S)**

I/We warrant that all representations and statements made herein are true and correct, and that I/we have read and understand the provisions contained in this document.

_____ Signature	_____ Print Name	_____ Date	_____ Signature	_____ Print Name	_____ Date
_____ Signature	_____ Print Name	_____ Date	_____ Signature	_____ Print Name	_____ Date

### **11. REPRESENTATIONS OF FUNERAL DIRECTOR**

By executing this authorization form as a licensed funeral director and agent/employee of the Funeral Home, I warrant to the best of my knowledge the following:

1. That the Funeral Home was responsible for making arrangements with the Authorizing Agent(s) for the cremation of the Decedent and that I have reviewed this Authorization with the Authorizing Agent(s).
2. That no member of the Funeral Home has any knowledge or information that would lead us to believe that any of the answers provided on this Authorization by the Authorizing Agent(s) are incorrect.
3. That the human remains delivered to the Crematory and represented as the human remains of the Decedent as specified on this Authorization in fact are the human remains of the Decedent.
4. That the Funeral Home obtained all the necessary authorizations for the cremation of the decedent, and those are attached.
5. That the representations contained above concerning the Decedent's cause of death and regarding any infectious or contagious diseases are true and correct.
6. That the representations contained above concerning a pacemaker and any other potentially hazardous material are true and correct.
7. That a copy of this Authorization for Cremation and Disposition will be (i) provided to the Authorizing Agent(s) and (ii) stored at the Funeral Home and/or Crematory as required by applicable law.

Executed at \_\_\_\_\_ at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_:  
(location, city, state) (time)

_____ Funeral Director	_____ Print Name	_____ License No.	_____ Date
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