

# AUTHORIZATION FOR CREMATION AND DISPOSITION

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION  
READ THIS DOCUMENT CAREFULLY BEFORE SIGNING • CREMATION IS IRREVERSIBLE AND FINAL**

*A Cremation Service of the Palm Beaches*  
Our Family Serving Your Family

1100 S. Federal Highway, Ste. #1, Boynton Beach, FL 33435

Office: 561.734.7409 • Fax: 561.740.0095

Web: cremationservice.net • E-mail: cremation@yahoo.com

Name of Deceased: \_\_\_\_\_

Date/Time of Death: \_\_\_\_\_ at \_\_\_\_\_  A.M.  P.M. County of Death: \_\_\_\_\_

The undersigned hereby request, authorize, and direct **A Cremation Service of the Palm Beaches ("ACSPB")** to take possession and make arrangements for the cremation of the remains of the above-named deceased (the "Decedent"), in accordance with and subject to the Florida Statutes, rules and regulations governing ACSPB and Florida law.

### Authorization to Act

I/We, the Undersigned ("Authorized Agent" or "AA"), hereby certify, warrant, and represent that I/We have the full legal right and authority as a legally authorized person of the above-named Decedent and qualify as such under Florida Statute §497.005(43) to authorize the cremation, processing, and final disposition of the remains of the Decedent. Furthermore, AA represents that: (i) the Decedent did not give directions that his or her human remains not be cremated, (ii) that AA is not aware of any objections to the cremation of the Decedent's human remains by others in the same class of person as the Undersigned listed below or of any person in a higher priority class, (iii) that AA has made all reasonable efforts to contact any such person(s) with a right to learn of the Decedent's wishes, and (iv) that AA knows of no document expressing the Decedent's wishes for final disposition or that would direct such final disposition.

Authorized Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Relationship to Decedent: \_\_\_\_\_ Address: \_\_\_\_\_

### Disposition of Cremated Remains

AA hereby assumes responsibility for Decedent's cremated remains and authorizes the Crematory to dispose of the cremated remains as

Release to ACSPB for delivery to named family member: \_\_\_\_\_ follows:

Deliver to Cemetery: \_\_\_\_\_

Release to Family Member: \_\_\_\_\_

Deliver by U.S. Mail (via trackable method) to: \_\_\_\_\_

**ACSPB and Crematory are not responsible for any loss of or damage to cremated remains shipped via U.S. Mail and AA agrees to indemnify and hold them harmless from any and all claims related to such shipping.**

Special Instructions: \_\_\_\_\_

### Indemnification & Release

The Authorized Agent authorizes the Crematory to perform the cremation and agrees to indemnify, release, and hold harmless **A Cremation Service of the Palm Beaches** and the **Crematory**, and their affiliates, agents, employees, and assigns, including any parent company or subsidiary, its officers, directors, and shareholders from any and all loss, damages, liability, costs, expenses, or claims resulting from this Authorization (including, but not limited to, attorneys' fees and expense of litigation), in connection with the cremation and disposition of the cremated remains of the Decedent. AA agrees to release from liability ACSPB, its assignees, its end users, the Crematory, and each of their respective affiliates, agents, employees, and assigns, including any parent company or subsidiary, its officers, directors, and shareholders and employees, against loss from any and all claims, demands, or damages which may be made by or declared against it or them (except for willful or intended misconduct) of AA's failure to timely disclose the existence of implanted devices, personal items, or effects, AA's failure to correctly identify the remains of the Decedent, or take possession of, or make permanent arrangements for, the disposition of such cremated remains of Decedent.

AA agrees to hold harmless and defend ACSPB, including any parent company or subsidiary, its officers, directors, shareholders and employees from any actions taken by the AA or any family members of as they relate to the funeral or burial services, site selection, merchandise, and/or entombment rights of the Decedent.

### Explanation of Cremation Process

Florida law requires that three conditions be met before a cremation may take place: (1) 48 hours has expired from the time of death; (2) legally authorized person has given written permission; and (3) the Medical Examiner's office has approved the cremation. Once these conditions have been met, AA agrees that Crematory will perform the cremation within seven (7) business days of the Medical Examiner's approval.

### Cremation Containers

Florida law requires that all containers or caskets used for cremation contain only permissible levels of chlorinated plastic; constructed of readily combustible material; able to close to completely cover the human remains; resistant to leakage or spillage; rigid enough for handling with ease; and able to provide for the health, safety, and personal integrity of the public and crematory personnel. The Crematory reserves the right to reject a cremation container it determines not to be in compliance with the law and to remove and discard any handles or other objects which are non-combustible. The urn container used to hold the cremated remains should have a minimum volume of 200 cubic inches.

Cremation Container/Casket: \_\_\_\_\_ Urn Container: \_\_\_\_\_

**Decedent Name:** \_\_\_\_\_

The cremation, processing, and disposition of the Decedent authorized herein shall be performed in accordance with all governing state and local laws and regulations, and subject to the following terms and conditions, including the rules, regulations and policies of ACSPB and the Crematory:

1. The remains of the Decedent will not be accepted for cremation unless received or placed by Crematory in a readily combustible, leak and/or spillage resistant, rigid alternative container, cremation container or casket ("Container(s)") that is closed to provide a complete covering for the human remains. Crematory shall ensure that all Containers used for cremation contain no amount of unauthorized chlorinated plastics, are composed of readily combustible materials and are rigid enough for handling with ease to provide for the health, safety and personal integrity of the public and Crematory personnel.

2. Crematory is authorized to remove and dispose of handles, ornaments, and any other non-combustible items attached to the cremation container prior to cremation. In the event the remains of the Decedent are received by Crematory in a casket or other container constructed of metal, fiberglass, or other noncombustible materials, AA authorizes the remains of the Decedent to be removed prior to cremation and placed in a combustible cremation container. AA further authorizes ACSPB or Crematory to make disposition of any such noncombustible casket in any lawful manner. By initialing this paragraph, AA hereby authorizes Crematory to remove and place the human remains in another container if required to proceed with the cremation. x\_\_\_\_\_

3. Implanted mechanical or radioactive devices in the remains of the Decedent (such as pacemakers, etc.) may create a hazard when placed in the cremation chamber. Crematory will not cremate any human remains which contain any type of implanted mechanical or radioactive device. In the event the remains of the Deceased contain such a device, AA hereby authorizes ACSPB or Crematory and their agents, and employees to remove any such mechanical devices from the remains of the Deceased prior to cremation, and dispose of such items at its discretion. AA HEREBY CERTIFIES THAT THE REMAINS OF THE DECEDENT DOES OR DOES NOT CONTAIN ANY TYPE OF IMPLANTED PACEMAKER, PROSTHESIS, SILICON, MECHANICAL OR RADIOACTIVE DEVICE Listed below are all implanted mechanical and/or radioactive devices which ACSPB is authorized to remove from the remains of the Decedent prior to cremation and dispose of as indicated. If no instruction for disposition is given, such items may be disposed of at the discretion of ACSPB or crematory and their agents.

**Description of Device:** \_\_\_\_\_ **Disposition:** \_\_\_\_\_

4. The cremation container containing the remains of the Decedent will be placed in the cremation chamber and will be totally and irreversibly destroyed by prolonged exposure to intense heat and direct flame.

5. Certain items including, but not limited to, body prostheses, dentures, dental fillings and bridgework, and other personal effects accompanying the remains of the Decedent, will be destroyed during the cremation process. AA further authorizes that if any items other than the cremated remains of the Decedent are recovered from the cremation chamber, they may be separated from the cremated remains, and disposed of by Crematory.

6. AA is responsible for removing any personal effects or item of value (such as jewelry) from the remains prior to the cremation process and shall hold harmless ACSPB and Crematory from any liability for their destruction or loss. By initialing this paragraph, AA hereby acknowledges that no items of value were delivered with the human remains to ACSPB or the Crematory. x\_\_\_\_\_

7. Following cremation, the cremated remains of the Decedent, consisting primarily of bone fragments, will be processed and mechanically pulverized to an unidentifiable consistency prior to placement in an urn or other container.

8. In the event the urn or container is insufficient to accommodate all of the cremated remains of the Decedent, any excess cremated remains will be placed in a secondary container and returned together with the primary urn or container.

9. AA understands and acknowledges, that even with the exercise of reasonable care and the use of Crematory's best efforts, it is not possible to recover all particles of the cremated remains of the Decedent, and that some particles may inadvertently become commingled with particles of other cremated remains remaining in the cremation chamber and/or other devices utilized to process the cremated remains. AA hereby authorizes Crematory to dispose of any such residual particles in any lawful manner it deems appropriate.

10. Unless AA gives specific written instructions in this Authorization, the cremation processing and disposition of the remains of the Decedent will not be performed in accordance with any particular religious or ethnic customs.

11. If, after a period of 120 days from the date of cremation, the cremated remains have not been claimed, ACSPB may dispose of the unclaimed cremated remains in any manner deemed appropriate under state law.

12. Except as set forth herein, no warranties, expressed or implied, are made by ACSPB or Crematory or any of their respective affiliates, agents, or employees.

**SIGNATURE OF AUTHORIZING AGENT FOR CREMATION AND DISPOSITION**

The undersigned warrants that all representations and statements made herein are true and correct and ACSPB and Crematory are relying on such information, and that AA has read and understands the provisions contained in this document.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

Time/Date of Authorization: \_\_\_\_\_

ACSPB Representative Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_