

## Authorization to Cremate Remains

**NOTICE:** This is a legal document containing provisions concerning cremation, an irreversible process. It should be read thoroughly and carefully before signing. You should consult an attorney if there is anything in this document that you do not fully understand.

I/We, the undersigned, certify, warrant and represent that I/we have the full legal right and authority to, and permission from any and all other relatives, guardians or conservators to authorize the cremation, processing and disposition of the remains of

(Hereinafter referred to as the "deceased"), further no one else has this authority.

(Name of Deceased)

I/We further understand that the Crematory has no duty to determine the next of kin and that I am representing myself as that person or party. I/We hereby request and authorize Shaw Funeral Home (hereinafter referred to as the "Funeral Home" to take possession of and make arrangement for the cremation of the remains of the deceased at \_\_\_\_\_, (hereinafter referred to as the "Crematory")

I/We authorize the Crematory to return the cremated remains of the deceased to the possession and custody of the Funeral Home or other designated party.

I/We understand that the services and obligations of the Crematory shall be fulfilled when the cremated remains of the deceased are returned to the possession and custody of the Funeral Home, postal service or other designated person/company. I/We request disposition of the cremated remains by the Crematory as follows: (please check one)

- Deliver to the Funeral Home  
 Funeral Home will retrieve from the Crematory  
 \*Mail remains via registered mail to:  
 Or deliver to: \_\_\_\_\_

**\*The undersigned hereby authorizes the delivery of cremated remains via registered mail and agrees to assume all liability for any damages that may arise from any cause growing out of said delivery and to indemnify and hold the Crematory and the Funeral Home harmless from any and all claims related to said shipment.**

1. The Crematory is authorized to remove and dispose of any handles, ornaments and any other non-combustible items attached to the cremation container or the deceased prior to cremation. In the event the remains of the deceased are received by the Crematory in a casket or other container, if necessary, I/We authorize the remains of the deceased to be removed prior to Cremation. I/We further authorize the Funeral Home or Crematory to make disposition of any such container in a lawful manner it deems appropriate.
2. Mechanical or radioactive devices implanted in the remains of the deceased (such as pacemakers, etc.) may create a hazard when placed into a cremation chamber. The Crematory will not cremate any remains that contain any type of implanted device of which it is aware. In the event the remains do contain such a device, I/We hereby authorize the removal and appropriate disposal of these items. I/We hereby certify that the remains of the deceased **DO DO NOT** (circle one) contain any type of implanted mechanical or radioactive device. The remains contain the following mechanical or radioactive device: \_\_\_\_\_
3. The deceased will be placed into the cremation chamber and will be totally and irreversibly destroyed by prolonged exposure to intense heat and direct flame. I/We authorize the Crematory to open the cremation chamber during the cremation process and reposition the remains of the deceased in order to facilitate a complete and thorough cremation.
4. Certain items, including, but not limited to, body prostheses, dentures, dental bridgework, dental fillings, jewelry and other personal articles accompanying the remains of the deceased, may be destroyed during the cremation process. Those items still remaining with the deceased that I wish to be removed prior to cremation are as follows: \_\_\_\_\_  
I/We further authorize that if any items, other than the cremated remains of the deceased are recovered by the chamber, they may be separated from the cremated remains of the deceased and disposed of by the Crematory. NOTE: All jewelry should be removed from the deceased prior to completing this form.
5. Following the cremation the remains of the deceased, consisting mainly of bone fragments, will be mechanically pulverized to an unidentifiable consistency prior to placement in an urn or other container. In the event the urn or container is insufficient to accommodate all of the remains of the deceased, any excess cremated remains will be placed in a secondary container and returned to the Funeral Home or other location designated above, together with the primary urn or container.
6. I/We understand and acknowledge that even with the exercise of reasonable care and the use of the Crematory's best efforts, it is not possible to recover all particles of the cremated remains of the deceased, and that some particles may inadvertently become co-mingled with particles of other cremated remains remaining in the cremation chamber and/or other devices utilized to process the cremated remains.
7. In the event the cremated remains of the deceased remain unclaimed for a period of 3 months, the Funeral Home or the Crematory shall then have the authority to make the lawful disposition of their choice and shall be held harmless for any action in connection with such disposition.
8. I/We agree to indemnify, release and hold the Crematory, Funeral Home, their affiliates, agents, employees and assigns, harmless from any and all loss, damages, liability or causes of action (including attorney's fees and expenses of litigation) in connection with the cremation and disposition of the cremated remains of the deceased, as authorized herein, or my/our failure to correctly identify the remains of the deceased, disclose the presence of any implanted mechanical or radioactive devices or any other item of personal property, or take possession of or make permanent arrangements for the disposition of such remains.
9. 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.
10. I/We understand that this document does not contain a complete and detailed description of every aspect of the cremation process.

### Signature of persons authorizing the cremation of the deceased

**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 the document.**

Signature: \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Relationship)

Address: \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (Phone)

Signature: \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Relationship)

Address: \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (Phone)

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Cremated Remains received by: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)