

Alvis Miller & Son Funeral Home & Crematory

304 West Elm Street ♦ Rockmart, GA 30153 ♦ 770-684-5437 ♦ 770-684-4292 (FAX)

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

I/(We), the undersigned Authorizing Agent (AA), hereby certify that I/(we) are the legal custodians of the herein deceased having full legal authority to authorize the cremation, processing and disposition of the cremated remains of the deceased _____, SS# _____, DOB _____, in accordance with and subject to (a) terms and conditions set forth in this form, (b) company rules and regulations, (c) in accordance with the document, which I/(we) have read, entitled Alvis Miller & Son Funeral Home & Crematory (AMSFHC) Policies, Procedures and Requirements: (Reverse side of this document)

INITIALS OF AA: _____

IDENTIFICATION

PLEASE INITIAL ONE OF THE FOLLOWING

A) I/(We), the Authorizing Agent(s), identified the human remains that were delivered to the funeral home as the decedent, and have authorized AMSFHC to proceed with the cremation. () I waive the right to identify the deceased.

INITIALS OF AA: _____

B) Mechanical Devices implanted in the deceased may create a hazardous condition when placed in a cremation chamber. AMSFHC will not, therefore, cremate any human remains which contain any type of implanted mechanical device. THE AUTHORIZING AGENT(S) CERTIFY THAT THE REMAINS OF THE DECEASED () DO () DO NOT CONTAIN ANY TYPE OF IMPLANTED MECHANICAL DEVICE. In the event the remains of the deceased do contain such a device, the Authorizing Agent(s) hereby instruct the funeral home, its agents and employees, to contact the appropriate persons and secure the removal of any and all mechanical devices from the remains of the deceased prior to the commencement of the cremation process. The Authorizing Agent(s) also agree to indemnify the funeral home, its affiliates, and their agents and employees against loss from any and all claims, demands or damages which may be made or declared against it or them by reason of the failure of the Authorizing Agent to timely disclose the existence of such implanted mechanical devices.

INITIALS OF AA: _____

FINAL DISPOSITION

C) After the cremation has taken place and the cremated remains placed in the proper receptacle, AMSFHC will arrange for disposition of the cremated remains and the Authorizing Agent(s) hereby authorize AMSFHC to release, deliver or ship as follows: (In the event the cremated remains of the deceased remain unclaimed for a period of 30 days, AMSFHC shall give written notice to the Authorizing Agent(s) by certified mail at the address given below. I/We agree that in the event the cremated remains of the deceased remain unclaimed for a period of 90 days after such written notification is mailed, AMSFHC is authorized and directed to dispose of the unclaimed remains of the deceased in any lawful manner it may deem appropriate.)

1) _____ Deliver cremated remains to the U.S. Postal Service for shipment by registered, return receipt mail to: _____

2) _____ Deliver to AMSFHC within 5 days of special return by _____ (date & time) If not completed, we follow 5-day return.

3) _____ Arrange for the disposition of the cremated remains by discretion of AMSFHC, The Authorizing Agent(s) understand that if this option is selected, the final disposition will be in a common area designed for scattering cremains, and the cremated remains of the decedent shall not be recoverable.

4) _____ Scattering at sea.

INITIALS OF AA: _____

LIMITATION OF LIABILITY

As the Authorizing Agent(s), I/(we) hereby agree to indemnify, defend and hold harmless AMSFHC, its officers, agents, and employees, of and from any and all claims, demands, causes of actions, and suits of every kind, nature and description, in law and equity, including any legal fees, costs and expenses of litigation, arising as a result of, based upon or connected with this authorization, including the failure to properly identify the decedent or the human remains transmitted to AMSFHC, the processing, shipping and final disposition of the cremated remains, the failure to take possession of or make proper arrangements for the final disposition of the cremated remains and damage due to harmful or explodable implants. Claims brought by any other person(s) claiming the right to control the disposition of the cremated remains, or any other action performed by AMSFHC, its officers, agents, or employees, pursuant to this authorization, excepting only acts of willful neglect.

INITIALS OF AA: _____

SIGNATURE OF AUTHORIZING AGENT(S)

By executing this cremation authorization form, as Authorizing Agent(s), the undersigned warrant that all representations and statements contained on this form are true and correct, that these statements were made to induce AMSFHC to cremate the human remains of the decedent, and that the undersigned have read and understand the provisions contained on this form.

Completed at _____, this _____ day of _____, 20____
Funeral Home Name City/State

Signature _____
Authorizing Agent Signature Print Name Relationship to Deceased

Address _____ Tel No. _____

Signature _____
Authorizing Agent Signature Print Name Relationship to Deceased

Address _____ Tel No. _____

Signature of Funeral Director as Witness for Signature(s) of Authorizing Agent(s)

POLICIES PROCEDURES AND REQUIREMENTS

The cremation, processing and disposition of the remains of the deceased shall be performed in accordance with all governing laws, and the policies, procedures and requirements of Alvis Miller & Son Funeral Home and Crematory (AMSFHC) and the designated funeral home.

The document describes many of the policies and requirements of AMSFHC and is incorporated in our Cremation Authorization Form. We suggest you take the time to read this document carefully before executing the Cremation Authorization form.

THE CREMATION PROCESS

All cremations are performed individually. Exceptions are only made in the case of close relatives, and then only with prior written instructions of the Authorizing Agent(s) {AA}.

Cremation is performed by placing the deceased in a casket or other container and then placing the casket or container into a cremation chamber or retort, where they are subjected to intense heat and flame. During the cremation process, it may be necessary to open the cremation chamber and reposition the deceased in order to facilitate a complete and thorough cremation. Through the use of suitable fuel, incineration of the container and contents is accomplished, and all substances are consumed or driven off, except bone fragments (calcium compounds) and metal (including dental gold and silver and other nonhuman material) as the temperature is not sufficient to consume them.

Due to the nature of cremation process, any personal possessions or valuable materials, such as gold or jewelry (as well as any body prosthesis or dental bridgework), that are left with the decedent and not removed from the casket or container prior to the cremation, will be disposed of by AMSFHC. As this casket or container will not normally be opened by AMSFHC (to remove valuable(s), to allow for final viewing or for any other reason), arrangements must be made with the funeral home to remove any such possessions of valuables prior to the time the decedent is transported to AMSFHC.

Following a cooling period, the cremated remains, which will normally weight several pounds in the case of an average size adult, are then swept or raked from the cremation chamber. AMSFHC makes a reasonable effort to remove all the cremated remains from the cremation chamber, but it is impossible to remove all of them, as some dust and other residue from the process are always left behind. In addition, while every effort will be made to avoid commingling, inadvertent or incidental commingling of minute particles of cremated remains from residue of previous cremations is a possibility.

After the cremated remains are removed from the other material, they will then be mechanically processed (pulverized). This process of crushing or grinding may cause commingling of the remains with the residue from the processing of previously cremated remains. These granulated particles of unidentifiable dimensions will be virtually unrecognizable as human remains.

CASKETS / CONTAINERS

AMSFHC requires either a casket or an alternative (cremation) container for cremation. All caskets and alternative containers must meet the following standards: 1) be composed of materials suitable for cremation; 2) be able to be closed to provide a complete covering for the human remains; 3) be resistant to leakage or spillage; 4) be sufficient for handling with ease; and 5) be able to provide protection for the health and safety of crematory personnel.

AMSFHC strongly discourages the purchase of metal caskets, as such caskets are inappropriate for the cremation equipment. If such a casket is purchased and delivered to AMSFHC, then AMSFHC at its sole discretion, reserves the right to take any or all of the following steps to facilitate the cremation: to remove the casket lid prior to cremation; to prop the casket lid open during cremation or to cut an additional opening in the casket. Following the cremation, the remnants of the metal casket shell will be manually or mechanically reduced in size so that they may be discarded in an economical manner with similar material from other cremations and other refuse in a non-recoverable manner.

PACEMAKERS, PROSTHESIS AND RADIOACTIVE DEVICES

Pacemakers and prosthesis, as well as any other mechanical or radioactive devices or implants in the decedent, may create a hazardous condition when placed in the cremation chamber. It is imperative that pacemakers and radioactive devices be removed prior to cremation. If the funeral home is not notified about such devices and implants, and not instructed to remove them, then the person(s) authorizing the cremation will be responsible for any damage caused to AMSFHC or crematory personnel by such devices or implants.

WITNESSING

AMSFHC does not allow anyone to witness the casket/container being placed in the cremation chamber, unless required to do so because of the religious practices of the family. In that instance, a maximum of 10 witnesses could be allowed.

URNS/CONTAINERS

After the cremated remains have been processed, they will be placed in the designated urn or container. AMSFHC will make a reasonable effort to put all of the cremated remains in the urn or container with the exception of dust or other residue that may remain on the processing equipment. In the event the urn or container provided is insufficient to accommodate all of the cremated remains, the excess will be placed in a separate receptacle. The separate receptacle will be kept with the primary receptacle and handled according to the disposition instructions on the Cremation Authorization Form. Unless a suitable urn is provided for the cremated remains, AMSFHC will place the cremated remains in a container designed for short-term use and not recommended for any type of shipment or permanent storage.

LIMITATION OF LIABILITY

The obligations of AMSFHC shall be limited to the cremation of the decedent and the disposition of the decedent's cremated remains as authorized on the Cremation Authorization Form. No warranties Expressed or Implied are Made and Damages Shall be Limited to the Amount of the Cremation Fee Paid.

FINAL DISPOSITION

Cremation is not final disposition, nor is placing the cremated remains in storage at the funeral home considered final disposition. The cremation process simply reduces the decedent's body to cremated remains. These cremated remains usually weight several pounds and usually measure in excess of 150 cubic inches. Some provision must be made for the final disposition of these cremated remains. Therefore, AMSFHC strongly suggests that arrangements for the final disposition be made at the time the cremation arrangements are made and that the Cremation Authorization Form is completed.