

**APPLICATION FOR THE
AUTHORIZATION OF THE CREMATION PROCESS
AND
INSTRUCTIONS FOR THE DISPOSITION OF**

Name of Individual to be Cremated (Deceased)

Date of Birth

Date of Death

Time of Death

Age

Place of Death

Hospice (Yes or No) and Case #

Medical Examiner's Authorization Required (Yes or No)

Death Due to an Infectious Disease (Yes or No)

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

AUTHORIZATION

Name and Signature of Individual Confirming Identity of Decedent:

Print Name

Signature

- A. The undersigned [hereinafter referred to as the "Authorizing Agent(s)"] hereby certify, warrant, and represent that I/We have the full legal right and authority to authorize the cremation, to include the processing or pulverizing of the cremated remains, and disposition of the remains of _____ (hereinafter referred to as the "Decedent") and the Authorizing

Name of Decedent

Agent(s) is (are) not aware of any living person(s) who has a superior right to that of the Authorizing Agent(s) as set forth in G.S. 90-210.124; or if there is another living person(s) who does have a superior right to that of the Authorizing Agent(s), the Authorizing Agent(s) represent that the Authorizing Agent(s) has (have) made all reasonable efforts to contact such person(s), has (have) been unable to do so, and has (have) no reason to believe that such person(s) would object to the cremation of the decedent.

Name(s) of person(s) attempted to be contacted

Initial(s)

- B. If the Authorizing Agent(s) is/are aware of any other living person(s) with equal right to that of the Authorizing Agent(s), the Authorizing Agent(s) hereby certify, warrant, and represent that the Authorizing Agent(s) has (have) either disclosed the location of all living persons with equal right to that of the Authorizing Agent(s), as set forth in G.S. 90-210.124, or does (do) not know the location of any other living person with an equal right to that of the Authorizing Agent(s).
- C. If Decedent's Disposition involves a licensed funeral establishment or individual licensed pursuant to G.S. 90-210.25(a2)(2): I/We hereby request and authorize **Hayworth-Miller Funeral Home, Inc.,** (hereinafter referred to as the "Funeral Home") to take possession of and make arrangements for the cremation, processing or pulverizing, and disposition of the remains of the Decedent at **Hayworth-Miller Funeral Home, Inc., 3315 Silas Creek Parkway, Winston-Salem, NC 27103** (hereinafter referred to as the "Crematory") in accordance with and subject to (a) the terms and conditions set forth in this Authorization as outlined by the Crematory, (b) the rules and regulations of said Funeral Home and, (c) any applicable state or local laws, rules, and regulations.

I/We, the Authorizing Agent(s), do hereby certify, warrant, and represent that I/we understand:

- D. Unless otherwise specifically permitted by law, **all** cremations are performed individually. The cremation process begins with the placement of the cremation container into the cremation chamber where it is subject to intense heat and flame reaching temperatures of 1400 to 1800 degrees Fahrenheit. Due to the nature of the cremation process, any valuable material will not be recoverable. In the event that there are such valuable items I/we wish to retain, it is my/our responsibility to remove them or have them removed from Decedent's remains **prior** to the cremation process. Body prostheses, dental bridgework, or dental fillings within the remains will either be destroyed or will not be recoverable. Accordingly, the Authorizing Agent(s) represent and warrant to the Crematory that such materials have been removed from the remains or if not, that they may be removed from the remains and disposed of by the Crematory or may be destroyed by the cremation process.
- E. Following a cooling period, the cremated remains are then swept or raked from the cremation chamber. Cremated remains, depending on the bone structure of the decedent, will weigh approximately 4 to 8 pounds, and are usually white in color, but can be other colors due to temperature variations and other factors. 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 Decedent; some particles may inadvertently become commingled with particles of other cremated remains remaining in the cremation chamber and/or other devices utilized to process (pulverize) the cremated remains. I/We hereby authorize the Crematory to dispose of any such residual particles in any lawful manner it deems appropriate.
- F. Cremated remains consist primarily of bone fragments, which are processed or pulverized to permit their placement in an urn or other suitable container. I/We hereby authorize Crematory Licensee to process and/or pulverize Decedent's cremated remains. Unless a suitable container is purchased for the cremated remains of the Decedent, the crematory will place such remains in a container which is designed for short-term use and **may not be recommended for any type of shipment**. In the event the capacity of the urn or other container is insufficient to accommodate all of the cremated remains of the Decedent, an additional temporary (short-term) container will be used and returned to the person(s) designated in Paragraph J on this Authorization.

Initial(s)

- G. **PACEMAKERS, IMPLANTS, AND PROSTHESIS** Pacemakers, radioactive, silicon or other implants, mechanical devices or other prostheses may create a hazardous condition when subjected to heat in the cremation chamber and therefore must be removed prior to cremation. Unless otherwise specifically approved for cremation by the manufacturer or proper regulating agency, implanted pacemakers or other mechanical devices in the Decedent, may create a hazardous condition when placed in a cremation chamber. The Crematory will not, therefore, cremate any human remains which contain any type of hazardous implanted mechanical device. In the event the remains of the Decedent do contain such a device, the Authorizing Agent(s) hereby authorize and instruct the funeral home, its agents and employees to contact the appropriate persons and secure the removal of any and all hazardous mechanical devices from Decedent prior to the cremation process. Likewise, radioactive implants must be removed by qualified medical professionals in a facility holding proper nuclear medicine credentials OR the cremation will be delayed until a qualified medical professional advises, in writing, that cremating the remains with the implants in place can be done safely. Radioactive material used in some diagnostic procedures may also cause a delay in cremation. Pursuant to crematory requirements, any non-combustible prosthetics and surgical steel materials such as artificial knee or hip joints, screws, plates, rods, wires that are not otherwise hazardous, must be separated from the cremated remains prior to mechanical pulverization as described in section F above. **THE AUTHORIZING AGENT(S) CERTIFY THAT TO THE BEST OF HIS/HER/THEIR KNOWLEDGE, THE HUMAN REMAINS OF THE DECEDENT DO (____) DO NOT (____) CONTAIN(S) A PACEMAKER THAT IS NOT APPROVED FOR CREMATION BY THE PACEMAKER'S MANUFACTURER OR PROPER REGULATING AGENCY; OR ANY TYPE OF HAZARDOUS IMPLANTED MECHANICAL DEVICE; OR ANY IMPLANT THAT MAY BE POTENTIALLY HAZARDOUS TO THE PERSON PERFORMING THE CREMATION.**
- H. The Crematory reserves the right to accept or reject a cremation container constructed of noncombustible materials. Remains received in a noncombustible cremation container may be removed prior to cremation and placed in a combustible container; and the Crematory reserves the right to make disposition of such noncombustible container(s) at its sole discretion. The Crematory is authorized to remove and discard handles or any other items attached to the cremation container which may cause damage to the cremation chamber.
- I. If no final disposition is given, the cremated remains of Decedent will be held by the Crematory Licensee/Funeral Home for 30 days before they are disposed of, unless the cremated remains of Decedent are received from the Crematory Licensee/Funeral Home prior to that time, in person, by the Authorizing Agent(s) or his/her/their designee.

 Initial(s)

J. I/We authorize the Crematory to return the cremated remains of the Decedent to the possession and custody of the Funeral Home. I/We understand that the services and obligations of the Crematory shall be fulfilled when the cremated remains of the Decedent are returned to the possession and custody of the Funeral Home. I/We hereby authorize the Funeral Home to arrange for the disposition of the cremated remains of the Decedent as follows (complete appropriate disposition):

1. ___ Deliver the cremated remains of Decedent to _____ cemetery, with which arrangements already have been made for the cremated remains to be _____

2. ___ Release the cremated remains to the following designated person(s):

Name(s): _____

Relationship: _____

Special instructions to be followed: _____

3. ___ Delivery by funeral home the cremated remains to the US Postal Service for shipment via Registered, Return Receipt mail to

Name _____

Address _____

City/State/ZIP _____ (Attach Postal Receipt to NC Board Form.)

4. ___ Other (Describe): _____

(If option 3 is selected, then I/we agree to assume all liability that may arise from such shipment, and indemnify and hold the Funeral Home and/or Crematory harmless from any and all claims that may arise from such shipment.)

Initial(s)

K. If this cremation authorization form is being executed on a preneed basis:

1. By placing his or her initials in the appropriate line, the Authorizing Agent indicates his or her election of said option:

_____ I do not wish to allow any of my survivors the option of canceling my cremation and selecting alternative arrangements, regardless of whether my survivors deem such a change to be appropriate.

_____ I wish to allow only the survivors whom I have designated below the option of canceling my cremation and selecting alternative arrangements or continuing to honor my wishes for cremation and purchasing services and merchandise if they deem such a change to be appropriate.

(Name{s} of Survivors)

2. The Authorizing Agent(s) may specify in writing religious practices that conflict with Article 13 of Chapter 90 of the North Carolina General Statutes. The crematory licensee and funeral director shall observe these religious practices except where they interfere with cremation in a licensed crematory as specified under G.S. 90-210.123 or the required documentation and record keeping.

(Religious practices which conflict with Article 13 of Chapter 90 of the North Carolina General Statutes)

Initial(s)

- L. The Authorizing Agent(s) understand(s) that after this cremation authorization form is executed, the authorizing agent(s) can only revoke the authorization and instruct the crematory licensee or funeral establishment to cancel the cremation and to release or deliver the human remains to another crematory licensee or funeral establishment by providing such instructions to the crematory licensee in writing prior to the commencement of the cremation. The crematory licensee shall honor these instructions provided that it receives such instructions prior to commencement of the cremation of the human remains.
- M. As the Authorizing Agent(s), I/we hereby agree to indemnify, defend, and hold harmless the Funeral home, its officers, agents and employees, of and from any and all claims, demands, cause 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 this authorization, including the failure to properly identify the decedent or the human remains transported to the Crematory, the processing, shipping and 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 due to harmful or explodable implants, claims brought by any other person(s) claiming the right to control the disposition of the decedent or the decedent's cremated remains, or any other action performed by the Crematory, its officers, agents, or employees, pursuant to this authorization, excepting only acts of willful negligence.
- N. Pursuant to G.S. 90-210.125(c), a crematory licensee shall have the legal right to cremate human remains upon the receipt of a cremation authorization form signed by an authorizing agent. There shall be no liability for a crematory licensee that cremates human remains pursuant to such authorization, or that releases or disposes of the cremated remains pursuant to such authorization, except for such crematory licensee's gross negligence, provided that the crematory licensee performs such functions in compliance with the provisions of NC General Statutes Chapter 90, Article 13F. There shall be no liability for a funeral establishment of licensee thereof that causes a crematory licensee to cremate human remains pursuant to such authorization, except for gross negligence, provided that the funeral establishment and licensee thereof and crematory license perform their respective functions in compliance with the provisions of G.S. 90-210.125.

By executing this Cremation Authorization Application Form, as Authorizing Agent(s), the undersigned warrant that all representations and statements, except for Section G if that information is unknown to the Authorizing Agent(s), contained on this form are true and correct, that these statements were made to induce the Crematory to cremate the human remains of the Decedent, and that the undersigned have read and understand the provisions contained on this form.

Initial(s)

NOTICE FOR PRENEED CREMATION ARRANGEMENTS:

Per G.S. 90-210.126, “(a) Any person, on a preneed basis, may authorize the person’s own cremation and the final disposition of the person’s cremated remains by executing, as authorizing agent, a cremation authorization form on a preneed basis and having the form signed by two witnesses.”

TWO WITNESSES REQUIRED IF CREMATION AUTHORIZATION EXECUTED ON A PRENEED BASIS

Witnesses are not required by law if this Standard Cremation Authorization Form was executed on an at-need basis. However, some funeral providers and/or crematory licensees may require two (2) witnesses if this Standard Cremation Authorization Form was not signed by the authorizing agent(s) in the presence of a funeral director/funeral service licensee or a crematory licensee representative.

Witness: _____ / _____
(Print Name) (Signature)

Address: _____

(Street) (City) (State) (Zip)

Witness: _____ / _____
(Print Name) (Signature)

Address: _____
 (Street) (City) (State) (Zip)

SIGNATURE OF AUTHORIZING AGENT(S) FOR CREMATION AND DISPOSITION

Signature _____ / _____ / _____ / _____ / _____
 Authorizing Agent _____ Print Name _____ Relationship to Decedent _____ Date _____ Time _____

Address _____ / _____ / _____ / _____ / (____) _____
 Street City State ZIP Telephone

Signature _____ / _____ / _____ / _____ / _____
 Authorizing Agent Print Name Relationship to Decedent Date Time

Address _____ / _____ / _____ / (____) _____
 Street City State ZIP Telephone

Signature _____ / _____ / _____ / _____ / _____
 Authorizing Agent Print Name Relationship to Decedent Date Time

Address _____ / _____ / _____ / _____ / (____) _____
 Street City State ZIP Telephone

Signature _____ / _____ / _____ / _____ / _____
 Authorizing Agent _____ Print Name _____ Relationship to Decedent _____ Date _____ Time _____

Address _____ / _____ / _____ / (____) _____
Street City State ZIP

On a preneed basis, the witness signatures must always be notarized. Witness signatures are not required on an at-need basis. On an at-need basis, the authorizing agent(s) signature(s) must be notarized if not signed in the presence of a funeral director.

G.S. § 10B-41 NOTARIAL CERTIFICATE FOR ACKNOWLEDGMENT

I, _____, a Notary Public for _____ County, North Carolina do hereby certify that the

following person(s) _____
Name of principal(s)

personally appeared before me this day, acknowledging to me that he or she signed the foregoing document

Date: _____

Official Signature of Notary

, Notary Public

Notary's printed or typed name

My commission expires: _____

REPRESENTATIONS OF FUNERAL DIRECTOR

By executing this authorization form as a licensed funeral director or funeral service licensee and agent/employee of Hayworth-Miller Funeral Home, Inc., I warrant to the best of my knowledge that (1) our 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 form with the Authorizing Agent(s); (2) that no member of our funeral home has any knowledge or information that would lead us to believe that any of the answers provided on this form, by the Authorizing Agent(s), are incorrect; (3) that the human remains delivered to the Crematory and represented as the human remains specified on this form are in fact the human remains that were identified to our funeral home as the decedent; and (4) that our funeral home obtained all necessary permits authorizing the cremation of the Decedent, including a DHHS 1181 Authorization for Cremation if required. I understand that failure to complete this authorization in its entirety and other required documentation will result in the delay of the cremation of the Decedent.

_____/	_____/	_____
Signature of Funeral Director	License Number	Telephone Number
_____/	_____/	_____
Signature of Funeral Director	License Number	Telephone Number
_____/	_____/	_____
Signature of Funeral Director	License Number	Telephone Number

Hayworth-Miller Funeral Home, Inc., 3315 Silas Creek Parkway Winston-Salem, NC 27103
FOR CREMATORY USE ONLY

Cremation approved by _____ Date _____
 Instructions _____
