

CREMATION AUTHORIZATION FORM

Name of Decedent: _____

Place of Death: _____

Date of Birth: _____

Date of Death: _____

Time of Death: _____

Sex: _____

Age: _____

Authorizing Agent(s): _____ Funeral Establishment: _____

➔ **Pacemaker or Implants:** Yes No

BEFORE CREMATION TAKES PLACE

- All necessary authorizations have been obtained by Cremate Texas, and no objections have been raised.
- Civil and medical authorities must have issued all required permits to Cremate Texas.
- A Cremation Permit (Burial Transit Permit marked "cremation") from the Bureau of Vital Statistics must have been provided to Cremate Texas shall accompany this form.
- The 48 hour mandatory state waiting period must have expired, or have been waived in writing by the legal authority having jurisdiction and such waiver be in the possession of Cremate Texas
- Any scheduled viewings or ceremonies with the body present must have been completed.
- Cremate Texas (or director) shall be aware by the Authoring Agent(s) and/or the Funeral Establishment of weather if the decedent has any mechanical or radioactive devices or implants (such as pacemakers), as they may have to be removed prior to cremation. If such devices or implants should have been removed and were not, then the Authoring Agent(s) shall be responsible for any damages caused by authoring Agent(s)'s failure to notified Funeral Establishment of such devices or implants.
- **Any personal possessions or valuable materials, such as jewelry, dental gold, etc... that Authoring Agent(s) wish to retain must be removed by Authoring Agent(s) or Funeral Establishment prior to delivery to Cremate Texas.** As the cremation container WILL NOT normally BE OPENED by Cremate Texas prior to cremation(to remove valuables, to allow for a final viewing or for any other reason), arrangements must be made to remove such possessions or valuable prior to the delivery to cremate Texas. Any item not removed from prior to delivery to Cremate Texas, will be destroyed during the cremation process and disposed of. Any item implanted unless specifically listed and instructed otherwise on reverse side of this form.
- Cremate Texas shall be notified prior to arrival, of anyone wishing to witness the container being placed in the cremation chamber. Any such witnessing shall require a written authorization waiver and hold-harmless agreement signed by the witness and the Authoring Agent(s). Cremate Texas reserves the right to charge an additional fee to accommodate such special requests.

CREMATION CONTAINER

Remains must be placed in a container for cremation. Such containers must meet the following standards: 1) be composed of combustible materials; 2) provide complete covering of the body; 3) be resistant to spillage or leakage; 4) be rigid for handling with ease; 5) be able to provide protection for the health and safety of the crematory personnel. Steel caskets are inappropriate for the cremation equipment, and WILL NOT be accepted. Any decorative handles, rails, or latches that are noncombustible and could cause damage to the cremation equipment will be removed and disposed of by the Cremate Texas in a non-recoverable manner.

THE CREMATION: PROCESSING OF THE REMAINS

- All cremations are performed individually unless authorized in writing by the Authoring Agent(s) of each deceased person.
- Cremation begins by placement of the cremation container in the cremation chamber where it is subject to intense heat and flame. During the cremation process it may be necessary to open the cremation chamber and reposition the remains 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 and driven off, except bone fragments (calcium compounds) and some metal as the temperature is not sufficient to consume them. The time for cremation to be completed varies with the size and weight of each human remains, but generally requires 1.5 to 3 hours.
- Certain items, including, but not limited to, body prostheses, dentures, dental bridgework, dental fillings, jewelry, artificial eyes and other personal articles and property accompanying the remains of the Decedent, will be destroyed during the cremation process.
- Following a cooling period, the cremated remains are swept or raked from the cremation chamber. Every effort is made to remove all of the cremated human remains from the chamber. However, a small residue, or dust, may remain in the cremation chamber, resulting in incidental or inadvertent commingling of minute particles of cremated remains with other previous cremations.
- After the cremated remains are removed from the chamber, all noncombustible materials (not previously removed) insofar as possible, will be separated and removed from the bone fragments by visible or magnetic selection and will be disposed of by Cremate Texas in a non recoverable manner.
- Because the skeletal remains often contain recognizable bone fragments, they are mechanically processed (pulverized) or reduced in size to uniform particles. This process of crushing or grinding may cause incidental commingling of the remains with the residue from the processing of previously cremated remains. The processed cremated remains, depending on the bone structure of the decedent will weigh between 4 to 8 pounds, and are usually white in color, but can be other colors due to temperature variations and other factors. These granulated particles of unidentifiable dimensions will be virtually unrecognizable as human remains.
- If an urn or other container is not provided to Cremate Texas, or is insufficient in size to accommodate all the remains, Cremate Texas will place the remains, or any excess, in a temporary receptacle (container) made of plastic or cardboard. Any receptacle containing excess cremated remains will be kept with the primary receptacle and handled according to the Disposition Instructions on the as defined below. It is recommended that any urn or container supplied to Cremate Texas be a minimum of 200 cubic inches.

AFTER CREMATION HAS BEEN COMPLETED

- Cremation is NOT a final disposition, nor is placing the cremated remains in storage at a funeral establishment. The cremation process simply reduces the decedent's body to cremated remains or bony fragments. The urn or container containing the cremated remains will be returned to you or the individual, cemetery, or funeral establishment designated on the cremation authorization. If known, the permanent disposition of the cremate remains is, ex, Scatter,Inumment,burial,keep at home, or unknown. ➔
- If the cremated remains are not claimed by the 121st day following the date of cremation, then Cremate Texas shall arrange for the final disposition or dispose of the cremated remains in any manner permitted by law. Such disposition may include commingling with other cremated remains, and thereafter the cremated remains of the decedent will not be recoverable.
- Cremate Texas strongly suggests that you consult your funeral professional for the many options available for final disposition.

LIMITATION OF LIABILITY

The obligations of Cremate Texas Crematory shall be limited to the cremation of the decedent and the disposition of the decedent's cremated remains as authorized in this Cremation Authorization Form. No warranties expressed or implied are made, and damages shall be limited to the amount of the cremation fee.

I/We, the undersigned (the "Authoring Agent(s)") hereby authorize the cremation, processing, and disposition of the decedent listed above by Cremate Texas ("the Crematory") in accordance with and subject to its rules and regulations, and any applicable state and local laws or regulations. I/We hereby request and authorize the Funeral Establishment as identified above to take position of, make arrangements for, and deliver the decedent to Cremate Texas, for cremation.

Funeral Establishment initial _____

Authoring Agent(s) initials _____ ➔

Name of Decedent: _____

As the Authorizing Agent(s), I/We hereby agree to indemnify, defend, and hold harmless Cremate Texas and Funeral Establishment, their officers, agents, and employees, of and from any and all claims, demands, causes 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 failure to properly identify the Decedent or the human remains transmitted to Cremate Texas, 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, and 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 Cremate Texas, the designated Funeral Establishment, its officers, agents, or employees, pursuant to this authorization, excepting only acts of willful negligence.

Following the cremation and processing of the cremated remains, the Cremate Texas will arrange for the return of the cremated remains to the contracted Funeral Establishment. **If the Authorizing Agent(s) chooses to ship the cremated remains or release to a designated person**, the Authorizing Agent(s) hereby authorizes Cremate Texas or Funeral Establishment to release, deliver, transport, or ship the cremated remains as specified. The Authorizing Agent(s) is Responsible for the Disposition of the Cremated Remains and No Remains Will Be Accepted Without Instructions for Disposition. In accordance with, 2003 HB 587, Chapter 716, Sub Chapter B, Sec 716.052, Article 11, b-1&2 Cremated remains not claimed by the 121st day following cremation will be disposed of. **Check one of the following if applicable:**

➔ **1. SHIP TO:** _____
(Name of Individual to receive the Cremated Remains) Mailing Address City St/Zip

I/We, the Authorizing Agent(s), authorize Cremate Texas or Carnes Funeral Home to arrange the delivery of cremated remains via USPS with Registered Return Receipt. I/We acknowledges that there is always a risk that the cremated remains and/or urn could be lost, misplaced, mis-shipped, delayed, damaged or destroyed in shipment. As the Authorizing Agent(s), I/WE, **AGREE TO INDEMNIFY AND HOLD HARMLESS CREMATE TEXAS OR CARNES FUNERAL HOME FROM ANY CLAIMS OR CAUSES OF ACTION ARISING OR RELATED IN ANY RESPECT TO THIS DIRECTION TO SHIP THE CREMATED REMAIN OF THE DECEDENT, CREMATE TEXAS OR CARNES FUNERAL HOME RELIANCE THEREON.**

Authorizing Agent(s) Initials _____

➔ **2. RELEASE TO DESIGNATED PERSON:** _____ Relationship _____

The cremation, processing, and disposition of the Decedent authorized herein shall be performed in accordance with the governing laws, rules, regulations, and policies of Cremate Texas and Funeral Establishment, and the following terms and conditions.

ALL PACEMAKERS AND RADIOACTIVE IMPLANTS MUST BE REMOVED PRIOR TO DELIVERING DECEDENT TO CREMATE TEXAS CREMATORY.

Mechanical or radioactive devices implanted in the remains of the Decedent (such as pacemakers, etc.) may create a hazard when placed in the cremation chamber. Cremate Texas will not accept for cremation, any remains which contain such devices. In the event the remains of the Decedent contain such device(s), I/we hereby authorize the Funeral Establishment, its agents and employees, to remove said device(s) and dispose of same at their discretion.

WE CANNOT GUARANTEE THE RETURN OF PERSONAL ITEMS LEFT ON A DECEDENT. ALL PERSONAL PROPERTY (JEWELRY, CLOTHING, ETC.) THAT IS NOT TO BE CREMATED MUST BE REMOVED PRIOR TO DELIVERING THE DECEDENT TO CREMATE TEXAS CREMATORY.

➔ List any items of value delivered to the crematory with the deceased and include instructions on handling of items: _____

➔ Personal property left on a body will be destroyed during the cremation process. Authorizing Agent(s) initials _____

➔ We choose to witness the beginning of the cremation process at Cremate Texas Authorizing Agent(s) initials _____

I/We, the undersigned hereby certify that I/We are the person(s) authorizing the cremation of the Decedent and that I/we have the right to control disposition of the remains and authorizes the cremation of the decedent.

Unless otherwise stated, I/We am not aware of any person(s) with a superior or equal priority right. If such a person(s) exists, I/We have made all reasonable efforts but failed to contact that person(s) and believe such person(s) would not object to the cremation. **WE AGREE TO INDEMNIFY AND HOLD HARMLESS THE FUNERAL ESTABLISHMENT AND CREMATE TEXAS FOR ANY LIABILITY ARISING FROM PERFORMING THE CREMATION WITHOUT THE SUCH PERSON'S AUTHORIZATION.**

I/We Authorizing Agent(s) agrees to all terms, conditions, representation and prerequisites contained in this Cremation Authorization Form.

➔ Signature _____ Printed Name _____ Relationship _____ Date _____

➔ Address _____ Tel No() _____
Street City State/Zip

➔ Signature _____ Printed Name _____ Relationship _____ Date _____

➔ Address _____ Tel No() _____
Street City State/Zip

REPRESENTATIONS OF FUNERAL ESTABLISHMENT

By executing this authorization form as a licensed Funeral Director and agent or employee of the designated Funeral Establishment indicated on this Cremation Authorization Form, I warrant to the best of my knowledge the following:

- 1) Our Funeral Establishment was responsible for making arrangements with the Authorizing Agent(s) for the cremation of the decedent and that I have reviewed this form with them.
- 2) That no member of our Funeral Establishment 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 Cremate Texas Crematory and represented as the human remains specified on this form, are in fact the human remains that were identified to our Funeral Establishment as the decedent.
- 4) That our Funeral Establishment obtained all necessary permits authorizing the cremation of the decedent, and that those permits are attached, or have been delivered to cremate Texas.
- 5) That the remains of the decedent do not contain any type of implanted mechanical or radioactive device, and is therefore safe to be cremated.
- 6) That all personal property that is not to be cremated has been removed.

Licensed Funeral Director representing Funeral Establishment

License #

Date