

No. _____ Date _____

****AUTHORIZATION FOR CREMATION AND DISPOSITION****

The State of Ohio requires that this Authorization Form be completed and signed prior to the cremation. Please read it carefully and ask us any questions you may have. Cremation is an irreversible and final process. It is important that you understand the cremation process that is described in Section 9 of this Authorization Form prior to signing it. We want you to fully understand the information provided in this Authorization Form, so we will be pleased to answer any questions about the cremation process or the other information in this Form. THE AUTHORIZATION IS NOT A CONTRACT FOR CREMATION SERVICES. A SEPARATE CONTRACT OR CONTRACTS WILL BE REQUIRED TO PURCHASE THE SERVICES OF THE SHAW-DAVIS FUNERAL HOMES AND/OR CREMATORY. -- PLEASE PRINT OT TYPE: --

1. THE DECEDENT

Name of Decedent: _____ Date of Death: _____ Time: _____

Place of Death: _____ Sex: M ___ F ___ Age: _____ DOB: _____ SS: _____

****BECAUSE CREMATION IS IRREVERSIBLE, IDENTIFICATION OF THE DECEDENT IS REQUIRED BY ONE OF THE FOLLOWING METHODS:****
(YOU MUST INITIAL ONE OF THE FOLLOWING FOUR STATEMENTS)

_____ (Initials)	The Authorizing Agent or personal representative of the Authorizing Agent has viewed the remains (at the funeral home, crematory facility or place of death) and positively identified them as the body of the Decedent.
_____ (Initials)	The Authorizing Agent or personal representative of the Authorizing Agent has authorized the Funeral Home to photograph or create an image of the remains and the Authorizing Agent or personal representative has positively identified the photograph or image as the Decedent.
_____ (Initials)	The Authorizing Agent or personal representative of the Authorizing Agent has identified the Decedent's remains by identifying on the remains or by photograph the following: <input type="checkbox"/> Scar; <input type="checkbox"/> Tattoo; <input type="checkbox"/> Other: _____
_____ (Initials)	The Decedent's remains were identified by the Coroner.

2. SHAW-DAVIS FUNERAL HOME AND THE CREMATORY

The Authorizing Agent authorizes the Funeral Home and Crematory set forth below to carry out the directions and instructions of the Authorizing Agent contained in this Authorization. Name of Funeral Home Shaw-Davis Funeral Homes, 34 W 2nd Avenue, Columbus, Ohio 43201 (614) 299-4155
Name of Crematory Facility: Ohio Cremation Services, 34 W 2nd Ave, Columbus, Ohio 43201 (614) 299-4155, or its assignee. Name of Funeral Director who will obtain the Burial Permit or Burial Transit Permit authorizing cremation of the Decedent: Adam C. Shaw or his designee.

3. IDENTIFICATION OF 'YOU' THE AUTHORIZING AGENT; COMPLETE THIS SECTION WITH YOUR INFORMATION

Name of Authorizing Agent: _____ Address: _____

Telephone No.:(_____) _____ Relationship to Decedent: _____ Letter from list below: _____

- (a) The representative appointed by the Decedent to have the right of disposition. (Must have completed the State of Ohio Representative form prior to death)
- (b) The Decedent's **surviving spouse**.
- (c) The Decedent's **surviving child or children**.
- (d) The Decedent's **surviving parent or parents**.
- (e) The Decedent's **surviving sibling or siblings**.
- (f) The Decedent's **surviving grandparent or grandparents**.
- (g) The Decedent's **surviving grandchild or grandchildren**.
- (h) The lineal descendants of the Decedent's grandparents as spelled out in Section 2105.06 of the Revised Code.
- (i) The Decedent's **personal guardian at the time of death**.
- (j) Any person willing to assume the right of disposition, including the personal representative of the estate or the licensed funeral director with custody of the body, after attesting in writing and good faith that they could not locate any of the persons in the above priority list.
- (k) **If the deceased person was an indigent person or other person the final disposition of whose body is the financial and statutory responsibility of the state or a political subdivision of this state, the public officer or employee responsible for arranging the final disposition of the remains of the deceased person.**

(Pursuant to Rev. Code § 2108.75, a person who: (1) is **incompetent** as described by probate court, (2) **resigns or declines to exercise the right of disposition**, (3) **cannot be located with reasonable efforts**, and/or (4) upon notification **refuses to exercise the right of disposition within 48 hours of the decedent's death** – which may include taking financial responsibility for the disposition under Rev. Code § 2108.89, if applicable, is disqualified from having the right of disposition for the decedent.)

4. STATEMENT OF AUTHORITY (Rev. Code § 4717.24) [YOU MUST INITIAL ONE OF THE FOLLOWING THREE STATEMENTS]

As Authorizing Agent, I represent that I have the right to authorize the cremation of the Decedent's remains and I am initialing one of the following three statements accordingly:

- _____
(Initials) As Authorizing Agent, I have filled in Section 3 above, I do not have actual knowledge of the existence of any living person who has a **superior or equal** right to act as the Authorizing Agent in the letters appearing at or above the letter I selected, above- pursuant to Rev. Code § 4717.22
**** (I have excluded any persons that are disqualified pursuant to Rev. Code § 2108.75) Subject to divisions (C)(2) and (D)(2) of section 2108.70 of the Revised Code, if a person is disqualified from serving as the declarant's representative or successor representative, or from having the right of disposition for a deceased adult pursuant to section 2108.81 of the Revised Code, as described in division (A) of this section, the right is automatically reassigned to, and vests in, the next person who has the right pursuant to the declarant's written declaration or pursuant to the order of priority in section 2108.81 of the Revised Code.****
- _____
(Initials) As Authorizing Agent, I have filled in Section 3 above. I have knowledge of another living person or persons who have a **superior** priority right to act as Authorizing Agent. I have made reasonable efforts to contact such person(s) and have been unable to do so. I have no reason to believe that the person(s) with the **superior** priority right would object to the cremation of the Decedent.
- _____
(Initials) As Authorizing Agent, I have filled in Section 3 above. I have knowledge of another living person or persons who has an **equal** right to act as Authorizing Agent in the letter I selected above in section 3 and I certify that I have contacted them and (a) they have either declined to exercise the right of disposition; or (b) the majority of the group having an equal right have agreed to the cremation of the decedent. Of the persons with **equal** priority rights that I was able to contact, after using reasonable efforts to do so, I certify that a majority of them agree to the cremation of the decedent's remains.

5. DISPOSITION OF CASKET OR ALTERNATIVE CONTAINER

The Crematory Facility is hereby authorized to cremate the casket or alternative container in which the decedent was delivered to or accepted by the Crematory Facility, including any such container utilized by the crematory to hold the decedent's remains prior to cremation. I understand that the crematory may remove and/or otherwise dispose of any materials at its discretion, to avoid unwanted smoke, including but not limited to a casket, container, and/or blanket material which it deems not appropriate for cremation with the remains. The remains are to be cremated in a combustible casket or alternative container that is capable of being completely closed, is resistant to leakage or spillage, is sufficiently rigid to be handled easily, and provides protection for the health and safety of Crematory and Funeral Home personnel. The Crematory is authorized to inspect the casket or alternative container, including opening it if necessary. Many caskets that are comprised primarily of combustible material also contain some exterior parts (decorative handles or rails) that are not combustible and that may cause damage to the cremation equipment. As Authorizing Agent, I authorize the Crematory, in its discretion, to remove and discard the non-combustible materials. I understand that some crematories will not accept metal or fiberglass caskets. I further understand that the casket or alternative container in whole or part, will be consumed as part of the cremation process.

6. NOTICE OF PACEMAKERS, DEFIBRILLATOR, IMPLANTS, AND PROSTHESES (YOU MUST INITIAL ONE OF THE FOLLOWING TWO)

(Initials) I have no knowledge of the decedent having a pacemaker, defibrillator, or any other mechanical or radioactive device or other implant that poses a hazard to health and safety of the personnel performing the cremation.

(Initials) As Authorizing Agent, I have knowledge that the decedent has a _____ device/implant and I authorize the funeral home to remove each device and/or implant to facilitate the cremation, and to charge for its services in making or arranging for such removal. Unless indicated here, the funeral home may dispose of all such implants/devices at its discretion _____

7. INDIVIDUAL OR MULTIPLE CREMATION (YOU MUST INITIAL ONE OF THE FOLLOWING TWO)

(Initials) As Authorizing Agent, I direct that the decedent's remains shall be individually cremated within the cremation chamber.

(Initials) As Authorizing Agent, I authorize the simultaneous cremation of the remains of the decedent with the decedent named below. I certify that this multiple cremation meets the legal requirements set forth in Rev. Code § 4717.24(A)(7) – the other decedent must be related by consanguinity or affinity, or cohabited with the decedent within one-year prior to the decedent's death . Name of Other Decedent: _____

8. WITNESS(ES) FOR CREMATION (YOU MUST INITIAL ONE OF THE FOLLOWING TWO)

(Initials) The Authorizing Agent elects that there be No witnessing to the cremation .

(Initials) The Authorizing Agent elects that the following person(s) may be present immediately prior to and during the start of cremation process or duration. *(List of Witnesses) _____

9. THE CREMATION PROCESS ('SEE #9a UNDER HEADING 'TERMS & DESCRIPTIONS')

10. AUTHORIZATION TO CREMATE, PROCESS AND PULVERIZE

(Initials) As Authorizing Agent, I authorize the crematory facility to cremate the decedent and process the cremated remains as is the practice of the crematory facility performing the cremation; this includes mechanically processing bone matter to fine powder. I understand that as a normal part of cremation not all ash is recoverable from the cremation chamber or during final processing, and other trace amounts of residual ash may commingle with the decedent's cremated remains either during the cremation or as a part of the processing of the cremated remains. I have read and understand the description of the cremation process contained in [9a] under the TERMS & DESCRIPTIONS heading, and authorize the cremation, processing and pulverization of the remains of the Decedent. I further authorize the Funeral Home or its agent(s) to deliver the decedent's remains to the crematory for the purpose of the cremation.

11. AUTHORIZATION TO SEPARATE AND REMOVE FOREIGN MATTER

(Initials) As Authorizing Agent, I understand the practice of the crematory facility is to return the decedent's ash in powder form following cremation. To facilitate the processing of the cremated remains the crematory facility may exercise its discretion to separate foreign matter including but not limited to: metal buttons, joint implants, and other material which may damage and/or interfere with the final processing of the cremated remains. All foreign and unnatural material separated from the cremated remains may be commingled by the crematory facility in a cooling container for further and final disposition at its discretion.

12. URN OR TEMPORARY CONTAINER ('SEE #12a TERMS & DESCRIPTIONS) (YOU MUST CHECK & INITIAL ONE OF THE TWO AREAS BELOW)

- Urn selected by Authorizing Agent. Description of urn: _____
- Standard temporary container provided by Crematory.

(Initials) The Crematory shall deliver the cremated remains of the Decedent to the Funeral Home for release.

OR

(Initials) In the event the cremated remains are not returned to the Funeral Home, the Crematory shall deliver the cremated remains of the Decedent for disposition as follows:
 Deliver to _____ cemetery which with arrangements have already been made.
 Mail (USPS PRIORITY EXPRESS MAIL ONLY) Effective December 26, 2013, the Postal Service is revising Mailing Standards of the United States Postal Service, Domestic Mail Manual (DMM) 601.12 to require mailers to use only Priority Mail Express service when shipping cremated remains. The Postal Service will no longer authorize cremated remains to be sent using Registered Mail service. Although these revisions will not be published in the DMM until January 26, 2014, these standards are effective immediately.
 Deliver or release to: [listed below]

Name: _____ Relationship: _____
Address: _____ Phone: _____
Date: _____ Signature: _____

The delivery contemplated above, may be accomplished by the crematory facility by personal delivery or delivery through U.S. mail only. The failure of the selected option, above to occur for the delivery of the final cremated remains may be made by the crematory facility upon authorizing agent. In that event, if the Authorizing Agent fails or refuses to pick up cremated remains or cause them to be picked up within sixty days after completion of the cremation, the crematory facility may dispose of the cremated remains pursuant to Rev. Code § 4717.27(C).

13. PERSONAL PROPERTY

All personal property and effects delivered with the remains of the Decedent to the Crematory, including jewelry, clothes, hair pieces, dental bridgework, eyeglasses, and shoes, will be destroyed in the cremation process or otherwise discarded by the Crematory, in its sole discretion, unless specific instructions for delivery to Authorizing Agent are given below. The Authorizing Agent believes that the following Personal Property was delivered to Crematory Facility and should be returned to the Authorizing Agent and/or the Funeral Home that delivered the body to the Crematory Facility: ****Please list items below.....**

If no items were listed by the Authorizing Agent all personal property of the decedent delivered with the body may be disposed of and/or cremated by the Crematory Facility. With regard to any personal item that the Authorizing Agent requests to be returned, the Crematory Facility at its discretion may request that the Authorizing Agent at his or her expense undertake the removal and/or recovery of the personal property sought to be removed from Decedent or within the Decedent's body.

14. VISITATION/VIEWING AND/OR FUNERAL CEREMONIES WITH THE DECEDENT PRESENT PRIOR TO THE CREMATION

Prior to the cremation of the Decedent's remains, the Authorizing Agent or the Decedent's family has arranged for a visitation/viewing and/or funeral ceremony as set forth below: Date(s): _____ Time(s) _____ Place of Ceremonies: _____

Date(s): _____ Time(s) _____ Place of Ceremonies: _____

15. SCHEDULING OF CREMATION (YOU MUST INITIAL ONE OF THE TWO BOXES BELOW)

As indicated in the completed Non-provisional Death Certificate, (Step 1) the cremation of the Decedent's remains cannot take place until 24 hours have elapsed from the time of death. (Step 2) A completed Ohio Death Certificate must be completed by the assigned physician or county coroner. (Step 3) The Ohio death certificate must be filed and accepted by the Vital Statistics Office in the county of death. (Step 4) Upon filing the Ohio Death Certificate, the State of Ohio will generate a Cremation Permit to the Crematory Facility to approve the disposition. This Ohio Cremation Authorization form must also be completed to coincide with step 4. Ohio Rev. Code § 4717.23. The average time duration for a completed cremation, as described above, may range from 4-10 business days [in-county vs out-of-county deaths].

If the remains are not embalmed and if the cremation is not to occur within eight hours of the delivery of the remains to the Crematory, the Crematory will place the remains in a refrigerated facility; a daily refrigeration charge may apply. Ohio Rev. § 4717.13(10)

Decedent's remains: are to be embalmed. **OR** are not to be embalmed use refrigeration. Ohio Rev. § 4717.13(10)

Please initial one of the following:

(initials) The Crematory may perform the cremation of the Decedent's remains at a time and date as its work schedule permits and without any further notification to the Authorizing Agent.

OR

(initials) The Crematory is to use its best efforts to schedule the cremation in accordance with the schedule set forth below:

Date: _____ Time: _____

16. CERTIFICATION AND INDEMNIFICATION

The Authorizing Agent acknowledges that the Funeral Home and Crematory are relying upon the representations being made by the Authorizing Agent in this authorization. The Authorizing Agent certifies that all of the information and statements contained in the Authorization are accurate and no omissions of any material fact have been made. The Authorizing Agent agrees to indemnify and hold harmless the Funeral Home and the Crematory, their officers, directors, employees and agents from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, including, but not limited to, any legal fees arising out of or resulting from the Funeral Home's and the Crematory's reliance on or performance consistent with the directions, statements, representations and agreements contained in the Authorization, to the full extent of any, and all applicable, statutory immunity provided in Rev. Code § 4717.30.

Executed at _____, this _____ day of _____, 20_____.

Signature of Authorizing Agent: _____ Printed Name: _____

Signature of Witness: _____ Printed Name: _____

CERTIFICATE BY FUNERAL HOME UPON TRANSFER OF DECEDENT'S REMAINS TO CREMATORY FACILITY

The Funeral Home certifies that the remains being transferred to the custody of the Crematory Facility have been previously identified in accordance with the requirements of Section 4717.24(B) of the Ohio Revised Code to remove hazardous devices from the remains has been carried out. The undersigned also certifies that any personal property to be return to the authorizing Agent have been removed from the remains of the Decedent for the purpose of delivery to the Authorizing Agent.

Date: _____

FUNERAL HOME REPRESENTATIVE
Shaw-Davis Funeral Homes / Shaw-Davis Crematory / OCS

By: _____

TERMS & DESCRIPTIONS

8a. WITNESS(ES)

Witnessing a cremation can be an emotional experience. Witnesses are assuming the risks involved and fully release the Funeral Home and Crematory from any liability. To the extent permitted by the Crematory, the persons listed on the reverse side are authorized to be present at the cremation room prior to and during the cremation of the Decedent's remains and during the removal of the cremated remains from the cremation chamber. If you desire witnesses, you must initial #8 on the reverse side and list their names. Additional charges will apply for a scheduled service at the Crematory Facility.

9a. THE CREMATION PROCESS

The cremation of the Decedent's remains may take place before or after ceremonies to memorialize the Decedent. Cremation is performed to prepare the remains of the Decedent for final disposition. It is carried out by placing the Decedent's remains in the casket or alternative container, which is then placed into a cremation chamber or retort where they are subjected to intense heat and flame. All cremations are performed individually. During the cremation process, it may be necessary to open the cremation chamber and reposition the remains of the Decedent in order to facilitate a complete and thorough cremation. Through the use of suitable fuel, the incineration of the container and its 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 non-human materials) as the temperature is not sufficient to consume them.

Due to the nature of the cremation process, any personal possessions or valuable materials, such as dental gold or jewelry (as well as any body prostheses or dental bridgework) that are left with the remains and not removed from the casket or container prior to cremation may be destroyed or if not destroyed, will be disposed of by the Crematory. The Authorizing Agent understands that arrangements must be made with the Funeral Home to remove any such possessions or valuables prior to the time that the remains of the Decedent are transported to the Crematory Facility. This does not imply that the funeral home / crematory facility is willing to remove or extract items deemed outside of our professional ability. [drilling/pulling of teeth and or tooth, or dental fillings.] The Authorizing Agent may contact and bear the expense of a dental professional for the extraction/remove of wanted dental items. The Authorizing Agent will coordinate with an outside professional and also provide notice for stated appointment date and time with the Funeral Home/Crematory Facility; no exceptions.

Following a cooling period, the cremated remains, which will normally weigh several pounds in the case of an average-size adult, are then swept or raked from the cremation chamber. Although the Crematory will take reasonable efforts to remove all of the cremated remains from the cremation chamber, it is impossible to remove all of them, as some dust and other residue from the process will be left behind. In addition, while every effort will be made to avoid commingling, inadvertent and incidental commingling of minute particles of cremated remains from the residues of previous cremations is a possibility, and the Authorizing Agent understands and accepts this fact.

After the cremated remains are removed from the cremation chamber, all non-combustible material (insofar as possible) such as dental bridgework and hinges, latches, and nails from the container will be separated and removed from the human bone fragments by visible or magnetic selection. The Crematory is authorized to dispose of these materials with similar materials from other cremations in a non-recoverable manner, so that only human bone fragments will remain.

When the cremated remains are removed from the cremation chamber, the skeletal remains often will contain recognizable bone fragments. Unless otherwise specified, after the bone fragments have been separated from the other material, they will be mechanically pulverized. The process of crushing or grinding may cause incidental commingling of the remains with the residue from the processing of previously cremated remains. These granulated particles of unidentifiable dimensions, which are virtually unrecognizable as human remains, will then be placed into a designated container. Color of cremated remains will vary from stark white to various shades of gray and sometimes intermixed with black flaking.

12a. URN OR TEMPORARY CONTAINER

After the cremated remains have been processed, they will be placed in the urn listed on reverse side or, if an urn is not provided to the Crematory, in a temporary container provided by the Crematory. The Authorizing Agent acknowledges that it is impossible to recover all of the dust and residue from the cremation and processing.

In the case of an adult, it is recommended that the urn or temporary container be a minimum size of 200 cubic inches. In the event the urn or temporary container is insufficient to accommodate all of the cremated remains, the excess will be placed by the Crematory in a secondary container. This secondary container will be kept with the urn or the temporary container and handled according to the final disposition instruction set forth in Section 12 below; provided, however, that the secondary container may not be designed for shipping. All urns or containers provided to the Funeral Home or Crematory must be appropriate for shipping. The Authorizing Agent directs the Crematory to use the specified urn or container listed in Section 11. on the authorization.

12b. FINAL DISPOSITION

Following the cremation, the Authorizing Agent directs the Crematory and/or Funeral Home to undertake the actions set forth on the reverse side to arrange the final disposition of the cremated remains of the Decedent. If the cremated remains are shipped at any time, the Authorizing Agent directs that the Crematory or Funeral Home utilize the U.S. Postal Service's Priority Mail Express Service with a return receipt or a shipping service that uses an internal system for tracing the location of the cremated remains during shipment and requires a signed receipt of the person taking delivery of the cremated remains.

The Authorizing Agent understands that if no arrangements for the final disposition, release or shipment of the cremated remains are made in this Authorization, the Crematory shall hold the cremated remains for thirty (30) days after cremation. If during that thirty (30) day period the cremated remains are not retrieved by the person designated above to receive them or by the Authorizing Agent, or if arrangements for their final disposition are not made, then the Crematory will return the cremated remains to the Funeral Home or the Authorizing Agent at the address listed in Section #3.

In the alternative, if no arrangements for the final disposition of the cremated remains have been made within sixty (60) days after the cremation and if the Authorizing Agent has not taken delivery of or caused the delivery of the cremated remains, or in the event the arrangements of the final disposition have not been carried out within the sixty (60) day period because of the inaction of a party other than the Crematory or Funeral Home, then the Funeral Home may dispose of the cremated remains in a grave, crypt or niche. The Authorizing Agent shall be liable for the cost of such final disposition in a grave, crypt or niche and shall reimburse the Funeral Home immediately upon receipt of an invoice.