

# AUTHORIZATION FOR CREMATION AND DISPOSITION

(South Carolina)

I/We, the undersigned (the Authorizing Agent), certify, warrant and represent that I/we have full legal right and authority to authorize the cremation, processing and final disposition of the remains of \_\_\_\_\_ (name of Deceased) who died \_\_\_\_\_ (date) at \_\_\_\_\_ (time). There are no other living persons who have a superior or equal right to act as the Authorizing Agent, or alternatively the following persons do have a superior or equal right and I/we have made all reasonable efforts to contact them without success and have no reason to believe they would object to the cremation:

I/We hereby request and authorize **Bostick-Tompkins 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 **MIDLANDS CREMATIONS**, (hereinafter referred to as the "Crematory") and to proceed with the cremation upon receipt of the Deceased.

The following items (valuables) need to return to the authorizing agent prior to cremation: \_\_\_\_\_

A viewing and/or service will take place before the cremation  Yes  No, if Yes \_\_\_\_\_ (date) \_\_\_\_\_ (time)  
The death occurred as a result of a disease declared by the Department of Health and/or Hospital to be infectious, contagious, communicable, or otherwise dangerous to the public health?  YES  NO

I/We authorize the Crematory to release the cremated remains of the Deceased 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 deceased 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 Deceased as follows:

Is special handling required?  Yes  No Describe \_\_\_\_\_

Description of urn or container selected: \_\_\_\_\_ Suitable for shipping:  Yes  No

- Deliver to \_\_\_\_\_ (Name and Address of Cemetery) Cemetery
- Release to family / Representative \_\_\_\_\_ (Name & Relation)
- Scattering at sea by Funeral Home or Funeral Home's agent
- Ship via **U.S. Registered Mail** \*

To: \_\_\_\_\_ Address \_\_\_\_\_

Other Return to Funeral Home

**\*Funeral Home and Crematory are not responsible for any loss or damage of cremated remains shipped via Registered Mail with U.S. Postal Service.**

The cremation processing and disposition of the remains of the Deceased authorized herein shall be performed in accordance with all the governing laws, the rules, regulations and policies of the Crematory and Funeral Home, and the following terms and conditions:

1. The remains of the Deceased will not be accepted for cremation unless received by the Crematory in a combustible, leak resistant, rigid cremation container. The Crematory is authorized to remove and dispose of handles, ornaments and any other noncombustible items attached to the cremation container prior to cremation. In the event the remains of the Deceased are received by the Crematory in a casket or other container constructed of metal, fiberglass, or other noncombustible material I/we authorize the remains of the Deceased to be removed prior to cremation and placed in a combustible cremation container. I/we further authorize the Funeral Home or Crematory to make disposition of any such noncombustible casket in any 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 in the cremation chamber. The Crematory will not cremate any human remains which contain any type of implanted mechanical or radioactive devices. In the event the remains of the Deceased contains such a device, I/We hereby authorize the Funeral Home, its agents and employees, to remove any such mechanical devices from the remains of the Deceased prior to cremation, and dispose of such items at its discretion. **I/We hereby certify that the remains of the deceased do  do not contain any type of implanted mechanical or radioactive device.** Listed below are all implanted mechanical and radioactive devices which the Funeral Home is authorized to remove from the remains of the Deceased prior to cremation, and dispose of as indicated:

\_\_\_\_\_ (Device) \_\_\_\_\_ (Disposition)  
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If no instruction for disposition is given, such items may be disposed of at the discretion of the Funeral Home.

**Bostick-Tompkins Funeral Home**  
2930 Colonial Drive  
Columbia, SC 29203

\_\_\_\_\_ (Initials)

3. The cremation container containing the remains of the Deceased will be placed in 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. I/We further authorize that if any items, other than the cremated remains of the deceased, are recovered from the cremation chamber, they may be separated from the cremated remains of the Deceased and disposed of by the Crematory.
5. I/We hereby authorize the Crematory to separate and remove from the cremation chamber all noncombustible materials, including, but not limited to, hinges, latches, nails, jewelry and precious metals, and to dispose of such materials.
6. Following cremation, the cremated remains of the Deceased, consisting primarily of bone fragments, will be mechanically pulverized to an unidentifiable consistency prior to placement in an urn or other container.
7. Unless an urn or container suitable for shipment is purchased, the Crematory will place the cremated remains of the Deceased in a container which is not designed for any type of shipment.
8. In the event the urn or container is insufficient to accommodate all of the cremated remains of the Deceased, any excess cremated remains will be placed in a secondary container and returned to the Funeral Home, together with the primary urn or container.
9. 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 commingled with particles of other cremated remains remaining in the cremation chamber and / or other devices utilized to process cremated remains. I/We hereby authorize the Crematory to dispose of any such residual particles in any lawful manner it deems appropriate.
10. Unless I/We give specific written instructions in this Authorization, the cremation, processing and disposition of the remains of the Deceased will not be performed in accordance with any religious or ethnic customs.
11. In the event the cremated remains of the Deceased remain unclaimed for a period of 30 days, the Funeral Home shall give written notice to me / us by certified mail at the address(es) indicated below. I/We agree that in the event the cremated remains of the Deceased remains unclaimed, for a period of 120 days after the date such written notification is mailed, the Funeral Home is authorized and directed to dispose of the unclaimed cremated remains of the Deceased in any lawful manner it may deem appropriate.
12. I/We agree to indemnify, release and hold the crematory, Funeral Home, their affiliates, employees and assigns, harmless from, any and all loss, damages, liability or causes of action (including attorneys' 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 take possession of, or make permanent arrangements for, the disposition of such remains.
13. 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.
14. I/We understand that this document does not contain a complete and detailed description of every aspect of the cremation process.

**SIGNATURE OF PERSON(S) AUTHORIZING CREMATION AND DISPOSITION**

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 this document.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ Tel. No \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Notary or Funeral Director Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_ Time \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ Tel. No \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Notary or Funeral Director Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_ Time \_\_\_\_\_

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The following statements describing the cremation process are provided as mandated by the South Carolina State Board of Funeral Services.

THE CREMATION PROCESS

All cremations are performed individually. Exceptions are only made in the case of close relatives, and then only with the prior written instruction of the authorizing agent(s).

Cremation is performed by placing the deceased in a combustible 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, or due to a malfunction with the operation of the retort. 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 non-human material).

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 prosthesis or dental bridgework) that are left with the decedent and not removed from the casket or container prior to cremation will be destroyed, or if not destroyed, will be disposed of by the crematory.

Following a cooling period of the cremated remains, which normally weigh several pounds in the case of an average size adult, the remains are then swept or raked from the cremation chamber. The crematory makes a reasonable effort to remove all of 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 co-mingling, inadvertent or incidental co-mingling of minute particles of cremated remains from the residue of previous cremations is a possibility.

After the cremated remains are removed from the cremation chamber, all noncombustible materials (insofar as possible), such as metal joints, and materials from the casket or container, such as hinges, latches, nails, etc., will be separated and removed from the bone fragments by visible selection and will be disposed of by the crematory with similar materials from other cremations in a non-recoverable manner.

When the cremated remains are removed from the cremation chamber, the skeletal remains often contain recognizable bone fragments. Unless otherwise specified, after the bone fragments have been separated from the other material, they will then be mechanically processed (pulverized). This process of crushing or grinding may cause incidental co-mingling of the remains with the residue from the processing of previously cremated remains. These granulated particles of unidentifiable dimension will be virtually unrecognizable as human remains. After the cremated remains have been processed, they will be placed in the designated urn or containers. The crematory 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.

## VISUAL IDENTIFICATION ACKNOWLEDGEMENT

The undersigned, having viewed the remains, does hereby identify the same as the body of:

\_\_\_\_\_. Ample time has been given the undersigned to assure proper identification prior to the execution of this document and by signing same, the undersigned acknowledges that there is no doubt or question about this identification.

The undersigned assumes all liability for incorrect identification and does hereby agree to indemnify, defend and hold *Midlands Cremations* and its officers, agents and employees, harmless from any and all claims, damages, liabilities and costs (including reasonable attorney's fees) which may arise if this identification is inaccurate.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

RELATIONSHIP TO DECEASED: \_\_\_\_\_

### WITNESS OF THE IDENTIFICATION PROCEDURE

\_\_\_\_\_  
(Signature of Funeral Home Representative)

\_\_\_\_\_  
(Title of Funeral Home Representative)

\_\_\_\_\_  
(Print Name of Funeral Home Representative)

\_\_\_\_\_  
(Date)

# CONFIRMATION OF IDENTIFICATION WITHOUT VIEWING

## Part I.

To be completed by funeral home representative whenever there is no visual identification:

Name of Deceased: \_\_\_\_\_

Reason Visual Identification not performed: \_\_\_\_\_

Describe Alternative Methods Used to Confirm Identification (e.g. photographs, scars, tattoos):  
\_\_\_\_\_

Name of Individual Providing Information: \_\_\_\_\_

Name of Funeral Home Representative Confirming Identification: \_\_\_\_\_

Signature of Funeral Home Representative: \_\_\_\_\_

## Part II.

To be completed by next-of-kin or other legally authorized person making arrangements:

I, \_\_\_\_\_, having declined to make  
(Next-of-Kin Name)

identification through actual viewing of the remains of \_\_\_\_\_  
(Name of Deceased)

Hereby agree to indemnify and hold *Midlands Cremations, LLC* and its officers, directors, shareholders, affiliates, agents, employees, successors and assigns harmless from any and all claims, liabilities, damages, losses, suits or causes of action (including attorneys' fees and expenses of litigation) brought by any person, firm or corporation of the personal representative thereof, relating to or arising out of such failure to identify.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name of Next-of-Kin)

\_\_\_\_\_  
(Witness by)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Time)