

# Hamsher Lakeside Funerals & Cremations Inc.



## Cremation Authorization and Disposition

I/We the undersigned authorize in accordance with and subject to the rules and regulations of the State of Illinois, to cremate the remains of (deceased): \_\_\_\_\_  
date of death: \_\_\_\_\_, at (City, State) \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.  
and hereby agree to be responsible for and pay all charges incurred with respect to this authorization.

I, \_\_\_\_\_, (relationship) \_\_\_\_\_  
hereby certify I have the legal right to arrange for the cremation and disposition of the cremated remains of the above-named deceased. In addition, I am aware of no objection to this cremation by any spouse, child, parent, or sibling.

The death **was/was not** caused by an infectious, a contagious, or communicable disease or is a danger to the public health.

In requesting cremation, I acknowledge such is an irreversible act and, therefore, I do hereby authorize cremation with full knowledge the funeral director is acting solely upon my direction. In addition, I/we, the undersigned, assume all liability for mistaken identity of incorrect identification, and do hereby agree to indemnify and hold **The Lakes Crematory (Lakes)**, its agents, officers, and employees, and the **Hamsher Lakeside Funerals and Cremations Inc.**, its agents, officers, and employees, harmless from any and all claims, suits, or causes of action—including a reasonable attorney's fee for the defense thereof, brought by any person, firm, corporation, or the personal representative thereof.

**Notice:** heart pacemakers, prosthesis, silicon, and radioactive producing implant devices, or other life-sustaining devices may cause an explosion or damage in the cremation chamber. If the crematory does not receive notice, the person or persons authorizing cremation shall be held responsible for any damage resulting thereof. The funeral director and crematory shall accept NO liability under these circumstances. In view of the above, carefully and completely read this document—front and back—consisting the following certification.

**CERTIFICATION: I HEREBY CERTIFY I HAVE READ AND UNDERSTAND THE ABOVE NOTICE (initial)** \_\_\_\_\_

I/we **have/have not** identified the above name remains on \_\_\_\_\_ and have authorized Hamsher Lakeside Funerals and Cremations Inc. to deliver the remains to the crematory for cremation. I further certify I/we have made such inquiry as is necessary to determine whether or not the remains of the deceased contains any of the above specified implant devices and certify it does not. It is my/our understanding the crematory will not accept the body for cremation if it contains these devices, and said crematory will rely solely on this certification in accepting the remains for cremation.

I understand, due to the nature of the cremation process, any jewelry, personal material, and valuables—to include dental gold—will be destroyed and, or, rendered unrecoverable unless they are removed at my specific direction, noted below. Specific instructions noted below must give all necessary information, directions, and descriptions. The Lakes retains the right to hold electronic verification of the remains of the deceased, and I agree the Lakes may have access and use photographic and electronic images of the deceased, and any medical records of the deceased, for identification and training purposes. \_\_\_\_\_

I further understand I will indemnify and hold harmless the funeral director, The Lakes Crematory, their agents, officers, and employees from any liability, costs, expenses, or claims resulting from this certification. Hamsher Lakeside Funerals and Cremations Inc. and The Lakes Crematory will not be liable, or responsible, for any unclaimed cremains after 30 days and, after 60 days, the cremains may be disposed of in any lawful manner Hamsher Lakeside Funerals and Cremations Inc. and/or The Lakes Crematory deems appropriate.

### Disposition of Cremains (choose one):

Release to: \_\_\_\_\_

Ship to: \_\_\_\_\_ \*

Other: \_\_\_\_\_

*\*If shipment is authorized, the undersigned authorizes Hamsher Lakeside Funerals and Cremations Inc., or The Lakes Crematory, to deliver the cremains via USPS Express Mail and agrees to pay the handling and mailing fees incurred therein. I/we agree to assume all liability for any damages that may arise from any cause growing out of said delivery, and to indemnify and hold harmless Hamsher Lakeside Funerals and Cremations Inc., and The Lakes Crematory, from any and all claims related to said shipment.*

**Primary's Signature:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Complete Address** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Other:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Other:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Other:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Other:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

Signature and license number of funeral director: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_

# *Policies, Procedures, and Requirements*

## page two of the *Cremation Authorization* form

The cremation, processing, and disposition of the remains of the deceased shall be performed in accordance with all governing laws and policies, procedures, and requirements of the crematory and the designated funeral home.

This document describes many of the policies and requirements of the crematory and is incorporated in the *Cremation Authorization* form.

**Requirements** (Cremation will take place only after ALL the following conditions have been met):

- all scheduled ceremonies or viewings have been completed
- 24 hours have transpired since the death occurred
- civil and medical authorities have issued all required permits
- all necessary authorizations have been obtained and no objections raised

### **Authorizations**

Unless previously authorized by the deceased, in accordance with applicable state law, no cremation may take place without written authorization of the next of kin, or the legal representative of the deceased. The next of kin is the person, or persons, described in the following order:

1. surviving spouse
2. person serving as executor
3. surviving adult children
4. surviving parents
5. surviving siblings
6. surviving aunts/uncles
7. surviving first cousins

### **Caskets and Containers**

The crematory requests all human remains be delivered to the crematory encased. All caskets and alternative containers are requested to meet the following standards, be:

- resistant to leakage or spillage
- sufficient for handling with ease
- able to provide protection for the health and safety of funeral home and crematory personnel
- composed of materials suitable for cremation
- the crematory does not accept fiberglass containers

All caskets comprised primarily of combustible materials also contain some exterior parts (e.g., decorative handles or rails) that are not combustible and that may cause damage to cremation equipment. The crematory, at its sole discretion, reserves the right to remove these non-combustible materials prior to cremation and to discard them with similar materials from other cremations and other refuse in a non-recoverable manner.

### **The Cremation Process**

All cremations are performed individually. Cremation is performed by placing the body, which must be in a leak-resistant, rigid cremation container with a solid bottom or prepared hardwood casket, within the cremation chamber where the temperature is raised to approximately 1,100 to 1,800 degrees Fahrenheit, and the body 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. Upon completion of the cycle, all substances are consumed or driven off, except human bone fragments, other materials, and metals, etc., which are then raked from the chamber. The cremated remains are then mechanically processed (pulverized). Once processed, the cremated remains are then encased in the specified urn. Unless a suitable urn is purchased or provided for the cremains, the crematory will place such cremains in a plastic bag within a cardboard box, which is designed for short-term use. In the event the capacity of the urn or other container is insufficient to accommodate all of the remains of the deceased, the crematory is authorized to place the cremains in two containers, and the funeral director and authorizing agent will be notified.

The crematory makes a prudent effort to remove and recover all of the cremated remains from the crematory chamber, processing equipment, and other tools or containers. Every effort is made to avoid inadvertent or incidental commingling of minute particles or cremated remains from the residue of previous cremations. It is impossible to remove or recover all cremated remains, as some dust, bone particles, and other human residue will remain on or within the equipment. It is further impossible to guarantee or warrant that some bone particles or other residue could not possibly be comingled with those of previously cremated remains. I/We authorize the crematory to dispose of any such residual particles in any lawful manner it deems appropriate.

### **Final Disposition**

Cremation is not final disposition. The cremation process simply reduces the decedent's body to approximately several pounds (approximately 125-200 cubic inches). It is recommended the urn or container be a minimum size of 200 cubic inches. The authorizing agent shall be responsible for the final, lawful disposition of the cremated remains. Cremated remains may be disposed of by placing them in a grave, crypt/niche, or by scattering them in a scattering area as defined by law, or in any manner whatsoever on private property with the consent of its owner(s). Therefore, the crematory strongly suggests arrangements for final disposition be made at the time the cremation arrangements are made and the Cremation Authorization form is completed. If the option selected for final disposition includes scattering by the funeral home or crematory, then the cremated remains will be disposed of by the funeral home or crematory in an unrecoverable manner. If scattering is performed in a common area, the cremated remains may be comingled with particles of other cremated remains that have been previously scattered.

### **Limitation of Liability**

I/We agree to hold the crematory harmless and fully indemnified for any such reproduced copy of this form, which consists of one sheet front and back, for action it takes based upon a facsimile/email transmission or other electronically reproduced copy of this form. I/We further warrant I/we will arrange for the original version of this document, which may have been faxed/emailed to me and bears my actual signature, to be delivered to the crematory without delay.