

AUTHORIZATION FOR CREMATION AND DISPOSITION

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

NAME OF DECEDENT: _____ SEX: _____

ADDRESS: _____

DATE OF BIRTH: _____ DATE OF DEATH: _____

PLACE OF DEATH: _____ COUNTY: _____

CAUSE OF DEATH (IF KNOWN): _____ INFECTIOUS DISEASE? _____

I/We, the undersigned (the "Authorizing Agent(s)"), hereby authorize and request in accordance with and subject to the rules and regulations of the Crematory, and any applicable state and/or local laws or regulations, the cremation, processing, and disposition of the cremated remains of the Decedent named above.

I/We hereby authorize **Divine Funeral Services, 5620 Hillandale Drive, Lithonia, GA 30058**, hereinafter referred to as the "Funeral Home", to take possession of and make arrangements for the cremation of the remains of the Decedent with **Colonial Cremation Service**, hereinafter referred to as the "Crematory", and to arrange for the disposition of the cremated remains as set forth in this form.

IDENTIFICATION:

I/We have identified the human remains that were delivered to the Funeral Home as the decedent and have authorized the Funeral Home to deliver the Decedent to the Crematory for cremation.

INITIALS OF AUTHORIZING AGENT(S): _____

I/We hereby waive identification.

INITIALS OF AUTHORIZING AGENT(S): _____

TIME OF CREMATION:

The Crematory is authorized to perform the cremation upon receipt of the Decedent at its discretion and according to its own time schedule, as work permits, without obtaining any further authorization or instructions. If not, please indicate instructions below:

WITNESSING:

If there are any people authorized to witness the placement of the Decedent's casket or container into the cremation chamber, please provide their name(s): _____

(NOTE: This must be arranged through the Crematory prior to delivery of the Decedent to the Crematory for cremation.)

MERCHANDISE:

The Crematory will not accept the remains of the Decedent for cremation unless they are received in a suitable cremation container. Suitable containers are those which are constructed of combustible materials, are able to be closed to provide a complete covering for the human remains, are resistant to leakage and spillage, and provide protection for the health and safety of the Crematory personnel. Many caskets or containers that are comprised primarily of combustible material also contain some exterior parts such as decorative handles, rails, etc. that are not combustible. The Crematory, at its sole discretion, reserves the right to remove these non-combustible materials prior to cremation and to discard them appropriately in a non-recoverable manner. The Crematory also reserves the right to dispose of, in an appropriate non-recoverable manner, any non-combustible materials retrieved from the inside of the cremation casket or container such as handle and rail parts, lift mechanisms, mattress springs, etc. The Crematory reserves the right to accept or reject a cremation container constructed of a non-combustible material. If such a casket or container is delivered to the Crematory, then the Crematory, at its sole discretion, reserves the right to remove the Decedent from the non-combustible container and to then place the Decedent into an alternative combustible container. The non-combustible container will then be destroyed and disposed of in an appropriate and non-recoverable manner.

Type of casket or container selected: _____

IMPLANTS, PACEMAKERS, PROSTHESES, AND RADIOACTIVE IMPLANTS/THERAPY

Pacemakers and prostheses, as well as any other mechanical or radioactive devices or implants in the Decedent, may create a hazardous condition when placed in the cremation chamber. It is imperative that pacemakers, radioactive devices, butane filled lighters, and any other mechanical or electronic device that contains electronics and/or batteries (such as a wristwatch, etc.) be removed prior to cremation. The Crematory will not cremate any human remains which contain any electronic or mechanical devices or implants, any radioactive devices or implants, or if the Decedent was previously treated with Strontium-89 (Metastron). If the Funeral Home is not notified about such devices and implants, and not instructed to remove them, then the Authorizing Agent(s) will be responsible for any damages caused to the Crematory or to Crematory personnel by such devices or implants. Unless otherwise indicated in writing, the Funeral Home is authorized to dispose of such device(s) at its sole discretion in a lawful and non-recoverable manner. I/We understand that due to the nature of the cremation process, all non-mechanical and non-electrical implants and devices that are contained within the Decedent will either be destroyed or not recoverable. **ALL PACEMAKERS AND RADIOACTIVE IMPLANTS MUST BE REMOVED PRIOR TO DELIVERING THE DECEDENT TO THE CREMATORY.**

Was the Decedent treated with radioactive therapy? _____ YES _____ NO

If yes, please describe what type of treatment and any implants or devices remaining from treatment: _____

Does the Decedent have any mechanical or electronic devices/implants? _____ YES _____ NO

If yes, please describe what type of devices/implants: _____

PERSONAL ITEMS

It is the policy of the Crematory that the cremation container in which the Decedent is placed will usually not be opened by the Crematory. Any personal items such as jewelry, clothing, body prostheses, dental bridgework, dental gold, and other personal articles that the Authorizing Agent(s) does not wish to be cremated with the Decedent must be removed by the Authorizing Agent(s) or the Funeral Home prior to delivery of the Decedent to the Crematory. I/We understand that any personal items that remain with the Decedent to be cremated may be destroyed and/or will be non-recoverable.

FINAL DISPOSITION

After the cremation has taken place, the cremated remains have been processed and the processed cremated remains placed in the designated receptacle, the Crematory will return the cremated remains to the Funeral Home for final disposition unless instructed otherwise below. The Crematory may act as an Agent of the Funeral Home for shipping of the cremated remains if instructed by the Funeral Home to act as such. The Authorizing Agent(s) hereby authorize the Crematory and/or Funeral Home to release, deliver, transport, or ship the cremated remains as specified. Please circle one of the following disposition methods.

1. Funeral Home will hold the cremated remains for pick up. The Funeral Home is authorized to release the cremated remains to the following person: _____ Relationship: _____

2. Funeral Home will transport and deliver the cremated remains to the following cemetery for interment/inurnment service in that cemetery: _____

3. Funeral Home will deliver the cremated remains to the following person: Name _____ Address: _____

4. Deliver the cremated remains to the U.S. Postal Service for shipment by Registered, Return Receipt mail to the following person/place: _____

(I/We, the Authorizing Agent(s) agree to assume all liability that may arise from such shipment, and to indemnify and hold harmless the Crematory and/or the Funeral Home from any and all claims that may arise from such shipment.)

5. Other: _____

NOTE: Cremation is **NOT** final disposition. The cremation process simply reduces the Decedent's body to cremated remains. Some provision must be made for the final disposition of these cremated remains. The Funeral Home will hold the cremated remains of the Decedent for a period of thirty (30) days from the date of cremation. In the event the cremated remains remain unclaimed past this period, and no prior arrangements have been made with the Funeral Home, then the Funeral Home shall be authorized and directed to arrange for final disposition of these cremated remains in any manner permitted by law. The Authorizing Agent(s) understands that should this occur, the cremated remains of the Decedent may be non-recoverable.

CREMATION PROCESS

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

Cremation is performed by placing the Decedent in a casket or other container and then placing the casket or other 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 Decedent in order to facilitate a complete and thorough cremation. Through the use of a 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 as the temperature is not sufficient to consume them.

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. 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 commingling, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremations is a possibility. The Authorizing Agent(s) understands and accepts this fact.

After the cremated remains are removed from the cremation chamber, all non-combustible materials (insofar as possible), such as bridgework, and materials from the casket or container, such as hinges, latches, nails, etc., will be separated and removed from the human bone fragments by visible or magnetic selection and will be disposed of by the Crematory with similar materials from other cremations in an appropriate and 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 commingling of the remains with the residue from the processing of previously cremated remains. These granulated particles of unidentifiable dimensions will be virtually unrecognizable as human remains.

After the cremated remains have been processed, they will be placed in the designated urn or container. 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 and handled according to the disposition instructions on the Cremation Authorization Form.

Note: In the case of small premature infants and fetuses, there may be no recoverable cremated remains. The Crematory will make a reasonable effort to collect any and all cremated remains but, the possibility does exist that there may be no cremated remains that are recoverable. The Authorizing Agent(s) understands and accepts this fact.

LIMITATION OF LIABILITY

As the Authorizing Agent(s), I/We hereby agree to indemnify, defend, and hold harmless the Crematory, the Funeral Home, 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 the failure to properly identify the decedent or the human remains transmitted 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, the Funeral Home, their officers, agents, or employees, pursuant to this authorization, excepting only acts of willful negligence. Furthermore, the obligations of the Crematory shall be limited to the cremation of the Decedent and the disposition of the Decedent's cremated remains as set forth in this Cremation Authorization Form. I/We agree to indemnify and hold harmless the Funeral Home and the Crematory, their officers, directors, agents and employees from any claim, liability, cost or expense resulting from the Funeral Home's and the Crematory's reliance on or performance consistent with the directions, declarations, representations, authorizations and agreements herein, including, but not limited to, any delay in, or damage arising from the transportation of the human remains or cremated remains of the Decedent. No warranties, express or implied, are made and damages shall be limited to the amount of the cremation fee paid.

AUTHORIZATION

I/We, the Authorizing Agent(s), hereby certify that I/We am/are the closest living next of kin of the Decedent and that I/We am/are related to the Decedent as his/her _____, or that I/We otherwise serve (served) in the capacity of _____ to the Decedent, that I/We have charge of the remains of the Decedent and as such possess full legal authority and power, according to the laws of the state of Georgia, to execute the Cremation Authorization Form and to arrange for the cremation and disposition of the cremated remains of the Decedent.

If the legal next of kin or if all persons of the same degree of kinship are not signing below, a written explanation must be completed by the person(s) signing below as the Authorizing Agent(s).

I/We am/are aware of no objections to this cremation by the spouse, any child, parent, or sibling of the Decedent or of any provisions of any contract or instruction made by the Decedent.

By executing this Cremation Authorization Form, as Authorizing Agent(s), I/We, the undersigned, warrant that all representations and statements contained on this form are true and correct, that these statements were made to induce the Funeral Home and the Crematory to cremate the human remains of the Decedent, and that the undersigned have read and understand all of the provisions on this form. I/We acknowledge that this is a legal document containing important provisions concerning cremation, which is irreversible and final.

SIGNATURE OF AUTHORIZING AGENT(S)

This document is executed at _____, this _____ day of _____, 20____.

Name: _____ Signature: _____
Relationship To Decedent: _____ Phone Number: _____
Address: _____

Name: _____ Signature: _____
Relationship To Decedent: _____ Phone Number: _____
Address: _____

Name: _____ Signature: _____
Relationship To Decedent: _____ Phone Number: _____
Address: _____

Name: _____ Signature: _____
Relationship To Decedent: _____ Phone Number: _____
Address: _____

Name: _____ Signature: _____
Relationship To Decedent: _____ Phone Number: _____
Address: _____

REPRESENTATIONS OF FUNERAL DIRECTOR

By executing this authorization form as a licensed funeral director and agent/employee of the Funeral Home indicated above, I warrant to the best of my knowledge the following:

- 1. That 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.
- 4. That our funeral home obtained all necessary permits authorizing the cremation of the Decedent.
- 5. That the representations contained above concerning the Decedent's cause of death and regarding any infectious or contagious disease are true.
- 6. That the representations contained above concerning a pacemaker and any other material or implant or treatment that may be potentially hazardous are true and that such pacemaker or implant, if present, has been removed from the Decedent.
- 7. That all personal items and/or valuables that the Authorizing Agent(s) have indicated should not be cremated have been removed.
- 8. That I have personally witnessed the signature(s) above as that/those of the Authorizing Agent(s).

Signature of Licensed Funeral Director: _____