

161 Clark Avenue South | Estill, South Carolina 29918  
803-625-4402 Phone • 803-914-0474 Fax  
[www.martinsfuneralhomesc.com](http://www.martinsfuneralhomesc.com)

**AUTHORIZATION FOR CREMATION AND DISPOSITION**

I/We, the undersigned, certify, warrant and represent that I/we have the full legal right and authority to authorize the cremation and disposal of the remains of \_\_\_\_\_ (Full Name of Deceased)

who died on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ at \_\_\_\_\_  
Time of Death

Name and Signature of Individual Confirming Identity of Decedent:

\_\_\_\_\_

\* \_\_\_\_\_ I/We hereby authorize Martin's Funeral Home located at 161 Clark Avenue South Estill, SC 29918  
Initial Name of Funeral Home Address of Funeral Home  
to take possession of and make arrangements for the cremation of the decedent.

\* \_\_\_\_\_ authorizes Martin's Funeral Home  
Initial Authorizing Agent Name of Crematory  
located at 161 Clark Avenue South Estill, SC 29918 to cremate the decedent, including the right to process or pulverize the cremated remains.

By signing this form the Authorizing Agent(s) represent(s) the following:

a. The Authorizing Agent(s) hereby certify, warrant, and represent that I/We have the right to authorize the cremation of the decedent and the Authorizing Agent(s) is (are) not aware of any living person who has a superior right to that of the Authorizing Agent(s) as set forth in G.S. 90-210.124; or, if there is another living person who does have a superior right to that of the Authorizing Agent(s), the Authorizing Agent(s) represents (represent) that the Authorizing Agent(s) has (have) made all reasonable efforts to contact such person, has (have) been unable to do so, and has (have) no reason to believe that such person would object to the cremation of the decedent;

b. The Authorizing Agent(s) has (have) either disclosed the location of all living persons with an equal right to that of the Authorizing Agent(s), as set forth in G.S. 90-210.124, or does (do) not know the location of any other living person with an equal right to that of the Authorizing Agent(s).

\* \_\_\_\_\_ I/We authorize the Crematory to return the cremated remains of the Decedent to the possession and  
Initial  
custody of Martin's Funeral Home. I/We understand that the services and  
Name of Funeral Home  
obligations of the Crematory shall be fulfilled when the cremated remains of the Decedent are returned to the possession and custody of the above said Funeral Home.

**RELEASE OF CREMATED REMAINS**

I/We hereby authorize the Funeral Home to arrange for the disposition of the cremated remains of the Decedent as follows (complete appropriate disposition):

1. \_\_\_ Deliver the cremated remains to \_\_\_\_\_ cemetery, with which arrangements already have been made for the cremated remains to be \_\_\_\_\_

2. \_\_\_ Release the cremated remains to the following designated person:  
Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

3. \_\_\_ Delivery by funeral home the cremated remains to the US Postal Service for shipment via Registered, Return Receipt mail to:  
Name \_\_\_\_\_ Address \_\_\_\_\_  
City/State/ZIP \_\_\_\_\_ (Attach Postal Receipt to NC Board Form.)

(If option 3 is selected, then I/we agree to assume all liability that may arise from such shipment, and indemnify and hold the Funeral Home and/or Crematory harmless from any and all claims that may arise from such shipment.)

If no final disposition is given, the cremated remains will be held by the Crematory Licensee/Funeral Home for 30 days before they are disposed of, unless the cremated remains are received from the Crematory Licensee/Funeral Home prior to that time, in person, by the Authorizing Agent or his designee.

**I/We, the Authorizing Agent(s), do hereby certify, warrant, and represent that I/we understand:**

- A. All cremations are performed individually. Due to the nature of the cremation process, any valuable material will not be recoverable. In the event of such valuable items in which I/we wish to retain, it is my/our responsibility to remove them or have them removed **prior** to the cremation process. Body prostheses, dental bridgework, or dental fillings within the remains will either be destroyed or will not be recoverable. Accordingly, the Authorizing Agent(s) represent and warrant to the Crematory that such materials have been removed from the remains or if not, that they may be removed from the remains and disposed of by the Crematory or may be destroyed by the cremation process.
- B. 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. 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 Decedent; some particles may inadvertently become commingled with particles of other cremated remains remaining in the cremation chamber and/or other devices utilized to process (pulverize) the cremated remains. I/We hereby authorize the Crematory to dispose of any such residual particles in any lawful manner it deems appropriate.
- C. Unless a suitable container is purchased for the cremated remains of the Decedent, the crematory will place such remains in a container which is designed for short-term use and **may not be recommended for any type of shipment**. In the event the capacity of the urn or other container is insufficient to accommodate all of the cremated remains of the Decedent, an additional temporary (short-term) container will be used and returned to the person(s) designated above.
- D. Implanted pacemakers or other mechanical devices in the Decedent may create a hazardous condition when placed in a cremation chamber. The Crematory will not, therefore, cremate any human remains which contain any type of implanted mechanical device. In the event the remains of the Decedent do contain such a device, the Authorizing Agent(s) hereby authorize and instruct the funeral home, its agents and employees to contact the appropriate persons and secure the removal of any and all mechanical devices from the remains prior to the cremation process.

I/WE HEREBY CERTIFY THAT THE REMAINS OF THE DECEASED DO ( ) DO NOT ( ) CONTAIN A PACEMAKER OR ANY OTHER MATERIAL OR IMPLANT THAT MAY BE POTENTIALLY HAZARADOUS TO THE PERSON PERFORMING THE CREMATION. THE AUTHORIZING AGENT(S) CERTIFY THAT TO THE BEST OF HIS/THEIR KNOWLEDGE THE REMAINS OF THE DECEDENT DO ( ) DO NOT ( ) CONTAIN ANY TYPE OF IMPLANTED MECHANICAL DEVICE.

\* \_\_\_\_\_ Initial(s)

- E. The Crematory reserves the right to accept or reject a cremation container constructed of noncombustible materials. Remains received in a noncombustible cremation container may be removed prior to cremation and placed in a combustible container; and the Crematory reserves the right to make disposition of such noncombustible container at its sole discretion. The Crematory is authorized to remove and discard handles or any other items attached to the cremation container which may cause damage to the cremation chamber.
- F. The Authorizing Agent(s) may specify in writing religious practices that conflict with Article 13 of Chapter 90 of the North Carolina General Statutes. The crematory licensee and funeral director shall observe these religious practices except where they interfere with cremation in a licensed crematory as specified under G.S. 90-210.123 or the required documentation and record keeping.
- G. I/We agree to identify, release and hold the Crematory, Funeral Home, their affiliates, agents, employees and assigns, harmless from any and all loss, damage, liability or causes of action (including attorney's fees and expenses of litigation) in connection with the cremation and deposition 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 device, or take possession of, or make permanent arrangements for, the disposition of such remains.
- H. 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.
- I. The Authorizing Agent(s) understand that after the cremation authorization form is executed, the authorizing agent(s) only can revoke the authorization and instruct the crematory licensee of the funeral establishment to cancel the cremation and to release or deliver the human remains to another crematory licensee or funeral establishment by providing such instructions to the crematory licensee in writing prior to the commencement of the cremation. The crematory licensee shall honor these instructions provided that it receives such instructions prior to the commencement of the cremation of the human remains.

If this cremation authorization form is being executed on a preneed basis, by placing his or her initials in the appropriate line, the Authorizing Agent indicates his or her election of said option:

\_\_\_\_\_ I do not wish to allow any of my survivors the option of canceling my cremation and selecting alternative arrangements, regardless of whether my survivors deem such a change to be appropriate.

\_\_\_\_\_ I wish to allow only the survivors whom I have designated below the option of canceling my cremation and selecting alternative arrangements or continuing to honor my wishes for cremation and purchasing services and merchandise if they deem such a change to be appropriate.

\_\_\_\_\_  
(Name {s} of Survivors)

