

**AFFIDAVIT IN SUPPORT OF CLAIM TO CONTROL
DISPOSITION OF HUMAN REMAINS**
Pursuant to Health & Safety Code 7100

Name of Decedent: _____

YOU MUST BE A COMPETENT ADULT 18 or OLDER

I claim the right to control the disposition of the decedent's remains because:

_____ I am the **Person Authorized to Direct Disposition (PADD)** on a U.S. Dept. of Defense Record of Emergency Data (DD Form 93) dated 12/31/2011 or its successor form. (Attach copy of document)

_____ I have a **CALIFORNIA POWER OF ATTORNEY FOR HEALTH CARE** (Attach copy of document)

_____ I am the decedent's **LEGALLY MARRIED SPOUSE**

_____ I am a **REGISTERED DOMESTIC PARTNER IN CALIFORNIA** and have filed a Declaration of Domestic Partnership with the Secretary of State under Family Law Code section 297. (Attach copy of document)

_____ I am the decedent's **ONLY ADULT CHILD** or **ONLY SURVIVING ADULT CHILD**

_____ I am one of _____ **SURVIVING CHILDREN** and part of a majority.

_____ I am the decedent's **ONLY SURVIVING PARENT** (not Step-Parent)

_____ I am one of **THE PARENTS** (not Step-Parent)

_____ I am one of _____ **SURVIVING ADULT SIBLINGS** and part of a majority.

_____ I am the _____

_____ The decedent named me in a will or other document to control the disposition of his or her body. (Attach copy of document)

_____ The following person (name) _____
who is the (relationship) _____ of the decedent with
superior or equal right is residing at (physical location) _____
and is unable to control the disposition because (state reason) _____

_____ I have indicated my relationship by checking the above and **I wish to give the following person:** _____
_____ authorization to act on my behalf to
contract for funeral or cremation and arrange for the final disposition of the remains.

I am not aware of any written instructions by the decedent, or any contract for funeral or cremation services by the decedent, that gives control of the disposition of the decedent's remains to any other person.

I hereby authorize the release of the remains and any personal belongings of the deceased to Chapel of the Ferns-Cooper Mortuary or its agents.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

FILL IN COMPLETELY:

Signature: **X** _____ Date: _____

Full Name of Claimant: _____

Phone: _____ Relationship: _____

FAX: (707) 442-2753

sandersfh@gmail.com

**Hours: Weekdays 9am-4:30pm
Office: (707) 442-2941**

DECLARATION FOR DISPOSITION OF CREMATED REMAINS

M-2

I/We hereby declare (my remains) or (the remains of) _____ in
the possession of Sanders Funeral Home (707) 442-2941, will be cremated by
Ocean View Crematory (707) 445-3188 and shall be disposed of in the following
manner (Note 1): _____

Name of Person arrangements are for

Name of Funeral Establishment and Telephone Number

Name of Crematory and Telephone Number

Manner, Location and Other Details of Disposition

Attach additional pages if necessary

Name of person(s) with the legal right to control disposition (Note 2): _____

Signed _____ Date _____

Person(s) with legal right to control disposition to Self, if pre-arranging

Signed _____ Date _____

Person(s) with legal right to control disposition

Signed _____ Date _____

Person(s) with legal right to control disposition

Signed _____ Date _____

Person(s) with legal right to control disposition

Name of person(s) contracting for cremation services: _____

Signed _____ Date _____

Person(s) contracting for cremation services

Signed _____ Lic. # _____ Date _____

Funeral Director, Employee, or Agent for Funeral Establishment

If a Funeral Director

Note 1: See Health & Safety Code Sections 7054, 7054.6, 7116, 7117 for legal dispositions of cremated remains.

Note 2: See Health & Safety Code Section 7100 for the list of person(s) with the legal right to control disposition of human remains.

IMPORTANT: Business and Professions Code § 7685.2(b) requires Funeral Establishments to complete this form, provided by the Cemetery and Funeral Bureau, when making arrangements for cremation. Failure to complete this form may result in disciplinary action by the Bureau. This declaration does not replace the written authorization to cremate required by Health and Safety Code Sections 7110 and 7111.

NOTICE REGARDING CREMATED REMAINS

A person having the right to control disposition of cremated remains may remove the remains in a durable container from the place of cremation or interment, pursuant to Section 7054.6 of the Health and Safety Code.

If the cremated remains container cannot accommodate all cremated remains of the deceased, the crematory shall provide a larger cremated remains container at no additional cost, or place the excess in a second container that cannot easily come apart from the first, pursuant to Section 8345 of the Health and Safety Code

AUTHORIZATION TO ACCEPT OR DECLINE EMBALMING

M-3

TO: SANDERS FUNERAL HOME
(Funeral Establishment Name)

RE: _____
(Decedent)

Embalming is the addition to, or the replacement of, body fluids by chemical preservatives or the application of chemical preservatives for the temporary preservation of the body. **I understand that embalming is not required by law.**

I, _____, do ☐ do not ☐ (check one) request embalming. I understand that for storage or embalming purposes the decedent may be transported to the following location:

SANDERS FUNERAL HOME, 1835 E STREET, EUREKA, CA 95501
(Location Name and Address)

The undersigned hereby represents that he/she has the legal right to control disposition of the remains of the decedent.

Signed: _____, Relationship to Decedent: _____

Executed this _____ day of _____, _____, at _____.
(Month) (Year) (City and State)

This section is to be completed by the funeral establishment if authorization to accept or decline embalming is obtained orally.

The above statement regarding embalming and storage was read and/or provided to _____, Relationship to Decedent: _____, who did ☐ did not ☐ (check one) authorize embalming at the above named funeral

establishment. Telephone Number: _____

Date and time authorization granted: _____

This section is to be completed by the funeral establishment representative who is executing this authorization to accept or decline embalming.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, _____, at _____.
(Month) (Year) (City and State)

Funeral Establishment Representative (Print Name)

Funeral Establishment Representative (Signature)

Disclosure of Preneed Funeral Agreement

M-4

The funeral establishment, Sanders Funeral Home,
(funeral establishment name)

license number FD 320, **DOES** _____, **DOES NOT** _____ (check one) have a preneed arrangement, as

defined below, made by or on behalf of _____.
(name of decedent)

If the funeral establishment **does have** a preneed agreement, complete the following:

In compliance with Business and Professions Code Section 7745, the funeral establishment has presented to the person named below a copy of any preneed agreement which has been signed and paid for in full, or in part by, or on behalf of the deceased and is in the possession of the funeral establishment.

Signature of funeral establishment representative

Date

“Preneed arrangement,” “preneed agreement” or “preneed” is written instruction regarding goods or services or both goods and services for final disposition of human remains when the goods or services are not provided until the time of death, and may be either unfunded or paid for in advance of need.

Funeral Establishment’s Responsibility – Business and Professions Code Section 7745 requires a funeral establishment to present to the survivor of the decedent or the responsible party a copy of any preneed agreement in its possession which has been signed and paid for in full, or in part by, or on behalf of the deceased. Business and Professions Code Section 7685.6 requires a copy of any preneed arrangements to be disclosed prior to drafting any contract for funeral goods or services. The funeral establishment may present the copy in person, by certified mail, or by facsimile transmission, as agreed upon by the person with the right to control disposition. A funeral establishment that knowingly fails to present a preneed agreement as required is liable for a civil fine equal to three times the cost of the preneed agreement, or one thousand dollars (\$1,000), whichever is greater.

You may contact the Cemetery and Funeral Bureau for more information on funeral, cemetery or cremation matters or to file a complaint against a licensee:

Cemetery and Funeral Bureau
1625 North Market Blvd., Suite S-208
Sacramento, CA
95834 916-574-7870

Signature of the survivor or responsible party

Date

Print name of the survivor or responsible party

Signature of funeral establishment representative

Date

Print name of funeral establishment representative

Title

The funeral establishment must:

- Give a copy of the completed statement to the survivor or responsible party.
- Retain the original or a copy of the completed disclosure statement on file for not less than one (1) year after the preneed account has been audited by the Bureau or seven (7) years from the date the disclosure statement was made, whichever comes first.

Sanders Funeral Home/Cooper Mortuary M-7

CONFIRMATION OF IDENTIFICATION WITHOUT VIEWING

Part I.

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

Name of Deceased: _____

Reason visual identification not performed: declined

Describe alternative methods used to confirm identification: identification tag

Signed: _____
Funeral Home Representative Confirming I.D.

Part II.

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

I, _____, having declined to make identification through actual viewing of the remains of the above deceased name, hereby agree to indemnify and hold Sanders Funeral Home or Chapel of the Ferns-Cooper Mortuary and its officers, directors, shareholders, affiliates, agents, employees, successors and assign harmless from any and all claims, liabilities, damages, losses, suites or causes of action (including attorneys' fees and expenses of litigation) brought by any person, firm or corporation the proposal representative thereof, relating to or arising out of such failure to identify.

Signed: _____
Signature Print

Relation to Deceased: _____

Date: _____

Sanders Funeral Home
1835 "E" Street
Eureka CA. 95501
Office (707) 442-2941 / Fax (707) 442-2753

Authorization and Release of Cremated Remains

I/We hereby authorize Sanders Funeral Home to release the cremated remains in the manner selected below.

Regarding: _____

Select One Choice Below and Initial

1. _____ I will **PICKUP** the cremated remains/urn from Sanders Funeral Home within 15 days as required by California Law.

Primary Authorized Person to **PICKUP** Cremains/Urn is: _____

Secondary Authorized person to **PICKUP** Cremains/Urn is: _____

2. _____ Sanders Funeral Home is instructed to **SHIP** cremation remains to the following address:

3. _____ Sanders Funeral Home is instructed to **SCATTER** the cremation remains at SEA off the coast of Curry County, Oregon.

4. _____ **OTHER:** _____

X _____ X _____ Date: _____
Signature of Legal Representative Signature of Mortuary Staff/Witness

Sign Below at Pickup and Release:

I certify that the above designated disposition/release of cremation remains was completed on the date of my/our signature(s) below.

X _____ X _____ Date: _____
Signature of Legal Representative Signature of Mortuary Staff/Witness Time: _____

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.

I/We, the undersigned, certify, warrant and represent that I/we have the full legal right and authority to authorize the cremation, processing and disposition of the remains of _____ (hereinafter referred to as the "Deceased"). Date of Death _____ Time of Death _____ A.M. ___ P.M. ___

I/We hereby request and authorize _____ (herein after referred to as the "Funeral Home") to take possession of and make arrangements for the cremation of the remains of the Deceased at _____.
I/We authorize the Crematory to return 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 _____
- Deliver to _____
- Release to Family _____
- Ship to via ___US Priority Mail___ To: _____ Address: _____
- Other _____

*Funeral Home and Crematory are not responsible for any loss or damage of cremated remains shipped via Priority Express Mail with the United States Postal Service.

The cremation, processing and disposition of the remains of the Deceased authorized herein shall be performed in accordance with all governing laws, 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 materials, 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, ect.) may create a hazard when placed in the cremation chamber. The Crematory will not cremate any human remains which may contains any type of implanted mechanical or radioactive device. In the event the remains of the Deceased contain 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 ___DOES ___DOES NOT CONTAIN ANY TYPE OF IMPLANTED MECHANICAL OR RADIOACTIVE DEVICE. Please initial one.

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: (4 blank lines 2 for description, 2 for disposition) If not instruction for disposition is given, such items may be disposed of at the discretion of the Funeral Home.

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. The human body burns with the casket, container, or other material in the cremation chamber. Some bone fragments are not combustible at the incineration temperature and, as a result, remain in the cremation chamber. During the cremation, the contents of the chamber may be moved to facilitate incineration. The chamber is composed of ceramic or other material which disintegrates slightly during each cremation and the product of that disintegration is commingled with the cremated remains. Nearly all of the contents of the cremation chamber, consisting of the cremated remains, disintegrated chamber material, and small amounts of residue from previous cremations, are removed together and crushed, pulverized, or ground to facilitate inurnment or scattering. Some residue remains in the cracks and uneven place of the chamber. Periodically, the accumulation of this residue is removed and interred in a dedicated cemetery property, or scattered at sea.
4. Certain items, including, but not limited to, body prostheses, denture, 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 shall be separated from the cremated remains of the Deceased and disposed of by the Crematory; or __they shall be returned and placed in the urn or container holding the cremated remains.
5. I/We hereby authorize the Crematory to separate and remove from the cremation chamber all noncombustible material, including but not limited to, hinges, latches, nails, and to dispose of such materials.
6. 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 designated for any type of shipment.
7. 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.
8. 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 particular religious or ethnic customs.
9. 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 remain 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.
10. I/We agree to indemnify, release and hold the Crematory, Funeral Home, their affiliates, agents, employees and assigns, harmless from any and all loss, damages, liability or causes of action (including attorney's fees and expenses of litigation) in connection with the cremation and disposition of the cremated remains of the Deceased, as authorized herein, or may/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 arrangement for, the disposition of such remains.
11. Except as set forth in the Authorization, no warranties, expressed or implied, are made by the Funeral Home, Crematory, or any of their respective affiliates, agents or employees.

SIGNATURE OF PERSON(S) AUTHORIZING CREMATION AND DISPOSITION

I/We warrant that all representation 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 to deceased_____

Address_____Street_____City_____State_____Zip_____

Telephone number_____

Signature_____print name_____relationship to deceased_____

Address_____Street_____City_____State_____Zip_____

Telephone number_____

Witness Signature_____Print name_____Date_____

Name and address of Funeral Home_____