

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 BEFORE SIGNING.

I (We), the undersigned, the Authorizing Agent(s), certify warrant and represent to be the next of kin or the person(s) with the full legal right and authority to authorize cremation, processing, and disposition of the remains of:

Full Name of Deceased: _____ (Hereinafter referred to as Deceased)

Age: _____ Sex: _____ Social Security Number: _____ - _____ - _____ Marital Status: _____

Date of Birth: _____ Date of Death: _____

Place of Death: _____ County: _____
Facility or Residence City State

I (We) authorize _____ (Hereinafter referred to as Funeral Home) to take possession of and make arrangements for the delivery and cremation of the remains of the Deceased at:

SMOKY MOUNTAIN CREMATION CENTER
(Hereinafter referred to as Crematory)
220 Emert Street, Pigeon Forge, TN 37863, Telephone (865) 453-5836

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

Mechanical or radioactive devices implanted in the remains of the deceased (such as pacemakers, etc.) create a hazard when placed in the cremation chamber. The Crematory will not cremate any human remains which contain such an implanted mechanical device.

The undersigned fully acknowledges the funeral home has explained the need for removal of all devices prior to cremating the body. In the event medical devices are not removed, they can cause injury to personnel, damage to equipment, and damage to the cremation chamber. Failure to remove the medical devices before cremation makes it impossible to retrieve them after cremation. The undersigned hereby authorize the removal of the medical devices and/or implants listed below by the funeral home or their designated agent. The undersigned releases and discharges the funeral home, its affiliates, officers, employees, agents, and representatives from any and all liabilities, losses, damages, and injuries resulting from non-disclosure of medical devices or implants on or in the above-named decedent and agrees to indemnify the funeral home from any costs, damages, causes of action, or claims arising out of this authorization.

I/We certify that the remains of the deceased DO DO NOT contain any type of implanted mechanical device. (Please initial one)
Listed below are the implanted mechanical devices which the Funeral Home and/or Crematory is authorized to remove from the remains of the Deceased prior to cremation, and dispose as indicated.

Description of Implanted Device	Disposition
(If no instruction for disposition is given, such items will be disposed of at the discretion of the Funeral Home and/or Crematory)	

Verification of the identity of the Deceased is required before cremation can take place. Have you or your representative viewed the remains of the Deceased and positively identified them as those of the Deceased listed above? (Initial one)

YES _____ NO _____ If NO, specify the method used to identify the Deceased below (Photographs, Body Markings, Etc.)

The undersigned releases and discharges the funeral home and agrees to indemnify and hold harmless the funeral home, its affiliates, officers, employees, and agents from any and all liabilities, obligations, losses, damages, claims of mental or physical distress or anguish, costs or expenses of any nature whatsoever relating to or arising out of the misidentification of the decedent.

The remains of the Deceased will not be accepted for cremation unless it is received by the Crematory with an identification tag attached to the Deceased and in a combustible, leak resistant, rigid container. The Crematory is authorized to remove and dispose of handles, ornaments, or any non-combustible material in any lawful manner it deems appropriate. The Crematory will not accept metal, plastic, or fiberglass containers for cremation. 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.

Certain items, including, but not limited to, body prosthesis, dentures, dental bridgework, dental fillings, jewelry, and other personal articles accompanying the remains of the Deceased, as well as materials from the casket or container (such as hinges, latches, screws, and nails) 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 and disposed of by the Crematory. I/We authorize the Crematory to separate and remove from the cremation chamber all non-combustible materials, including, but not limited to, hinges, latches, nails, jewelry, and precious metals, and to dispose of such materials. Surgical and medical implants not consumed by the cremation process are separated and held for disposal. They are then destroyed and the material is recycled by a company specializing in this process.

The Crematory is authorized to perform the cremation upon receipt of the remains of the Deceased, at its discretion, and according to its own time schedule, without obtaining any further authorization or instructions subject to any special requests. Only human remains will be cremated by the crematory. All cremations are performed individually. The Crematory will only place the remains of one individual in the cremation chamber at a time. Unless I/We give specific written instruction in the Authorization, the cremation, processing, and disposition of the cremated remains of the Deceased will not be performed in accordance with any particular religious or ethnic customs. In the event the cremation is to be witnessed, additional authorization and documentation is required by the Crematory.

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 container. Unless an urn is purchased/provided, the Crematory will place the cremated remains of the Deceased in a plastic temporary container provided by the Crematory. It is recommended that the urn or container be a minimum of 200 cubic inches. 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 container. 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 of the particles of the cremated remains of the Deceased, and that some particles will inadvertently become commingled with particles of other cremated remains remaining in the cremation chamber and/or other devices utilized to process the cremated remains. I/We hereby authorize the Crematory to dispose of any such residual particles in any lawful manner it deems appropriate. In the event the cremated remains of the Deceased remain unclaimed for a period of 30 days, the Crematory shall give written notice to the Funeral Home and the person(s) with the legal right and authority to authorize the disposition by certified mail at the address(es) below. I/We agree that in the event the cremated remains of the Deceased remain unclaimed for a period of 180 days after the date of such written notice is mailed, the Crematory is authorized to dispose of the unclaimed cremated remains of the Deceased in any lawful manner it deems appropriate.

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Name of Deceased: _____

Type of Container: _____ Type of Container/Urn: _____

Cremation may only occur when a provision for final disposition of the cremated remains of the Deceased have been made and is included on this form. I/We authorize the Crematory to return the cremated remains of the Deceased to the possession and custody of the Funeral Home. All cremated remains must be claimed by the Funeral Home immediately upon notification of the Crematory. 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 understand that the services of the Funeral Home will have been fully completed when the cremated remains of the Deceased are delivered to the place of disposition, the designated receiver, or the United States Postal Service. The Funeral Home only acts as an agent in carrying out disposition instructions. I/We assume all liability for any damages or loss that may arise from such disposition instructions and/or delivery, and/or release and agrees to indemnify and hold the Funeral Home harmless from any and all claims arising from these instructions.

The cremated remains of the Deceased will be held at the _____ Funeral Home _____ Crematory for pick up. The Funeral Home and/or Crematory is authorized to release and/or deliver the cremated remains of the deceased to any of the following person(s) and/or place(s):

The Funeral Home will arrange for shipment of the cremated remains of the Deceased via United States Postal Service Registered Mail to the following:

Name: _____ Address: _____

I/We are not aware of any living person(s) who has an equal or superseding right to the authorizing person(s).

I/We state, represent, and warrant that I am/We are (Check only one)

_____ The spouse of the Deceased at the time of death _____ All of or the only surviving adult child(ren) of the Deceased

_____ All of or the only surviving parent(s) of the Deceased _____ All of or the only surviving sibling(s) of the Deceased

_____ All of or the only person(s) in the next degree of kinship not listed above

_____ A person designated as The Durable Power of Attorney with specific direction for the disposition of the remains of the Deceased

_____ Other (Describe by what Authority; i.e. Court Order, Public Official) _____

SIGNATURES OF PERSON(S) AUTHORIZING CREMATION AND DISPOSITION

I/We warrant that all the representations and statements made herein are true and correct and that I/We have read and understand all of the provisions contained in this document. This authorization may be executed in multiple counterparts, each counterpart shall together constitute one agreement. I/We agree to indemnify, release and hold the Crematory, the 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, processing, and disposition of the cremated remains of the Deceased, 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. Except as set forth in this Authorization, no warranties, expressed or implied, are made by the Funeral Home, the Crematory, or any of their respective affiliates, agents, or employees. I/We understand that this document does not contain a complete and detailed description of every aspect of the cremation process.

Signature _____ Printed Name _____ Relationship _____

Address _____ Telephone _____ Date _____

Signature _____ Printed Name _____ Relationship _____

Address _____ Telephone _____ Date _____

Signature _____ Printed Name _____ Relationship _____

Address _____ Telephone _____ Date _____

Signature _____ Printed Name _____ Relationship _____

Address _____ Telephone _____ Date _____

SIGNATURE OF FUNERAL DIRECTOR OR OTHER WITNESS FOR SIGNATURE(S) OF AUTHORIZING AGENT(S):

Sign and Print Name of Witness: _____ License No.: _____
Or Funeral Director (signature) (print name)

Name of Funeral Establishment: _____ License No.: _____

Address of Witness: _____

Telephone: () _____ Date: _____