

### Lafayette Crematory 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 (the "Authorizing Agent(s)"), hereby request and authorize \_\_\_\_\_ hereinafter referred to as "Funeral Home") License No. \_\_\_\_\_ and \_\_\_\_\_ Crematory (hereinafter referred to as the "Crematory") to take possession of and make arrangements for the cremation of and the final disposition of the Decedent named below (the "Decedent") in accordance with and subject to the provisions set forth in this document, and in accordance with and subject to their rules and regulations, and any applicable state or local laws or regulations.

Name of Decedent: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

Date of Death: \_\_\_\_\_ Time of Death: \_\_\_\_\_ Place of Death: \_\_\_\_\_

Funeral Director in Charge: \_\_\_\_\_ License No. \_\_\_\_\_ Location: \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_

#### **PACEMAKERS, PROSTHESES, RADIOACTIVE IMPLANTS AND OTHER DEVICES**

***Mechanical, radioactive devices, implants or any device that contains a battery in the Decedent may create a hazardous condition when placed in a cremation chamber. All pacemakers as well as certain devices that contain batteries must be removed prior to delivery of the Decedent to the Crematory and/or may be removed by personnel of the Funeral Home.***

Do the decedent's remains contain a pacemaker? Yes  No

If yes, was the pacemaker removed prior to delivery to the Crematory? Yes  No

Was the decedent treated with radioactive implants? Yes  No

If yes, the following list contains all radioactive implants, including those that have batteries and date of implantation:

The body of most radioactive implant patients can be cremated safely at any time. If the body is to be cremated less than 20 months from the date of the radioactive implant, the cremated remains should not be processed and should be put in a metal urn for storage or burial. Cremated remains should not be scattered until 20 months from the date of the implant. If the date of radioactive implantation is less than 14 days, the physician or hospital must be notified.

Do the decedent's remains contain any other mechanical, prosthetic devices or implant that may contain a battery? Yes  No

If yes, the following list contains all mechanical and/or prosthetic devices which are implanted in or attached to the Decedent:

Description of Implanted Device	Disposition
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Description of Implanted Device	Disposition
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If no instruction for disposition is given, such items may be disposed of at the discretion of the Funeral Home.

The Decedent's remains **DO NOT** contain a pacemaker or *any* other device that could be harmful to the Crematory.

***Initials of Authorizing Agent(s):*** \_\_\_\_\_

I understand that if the Funeral Home has not been notified about such devices or implants, and not instructed to remove them, I/We are responsible for any damages caused to the Crematory or crematory personnel by such implants or devices.

***Initials of Authorizing Agent(s):*** \_\_\_\_\_

#### **INFECTIOUS, CONTAGIOUS, COMMUNICABLE, OR OTHERWISE DANGEROUS DISEASES**

Did the death occur as a result of a disease declared by the Department of Health and Hospitals to be infectious, contagious, communicable, or otherwise dangerous to the public health, if known? Yes  No

**CREMATION INFORMATION**

Authorizing Agents acknowledge and agree that the Crematory and its authorized agents, subcontractors or assigns are authorized to perform the cremation of the Decedent upon receipt of human remains, at their discretion, and according to their own time schedule as work permits, without obtaining any further authorizations or instructions. 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 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 places of the chamber. Periodically, the accumulation of this residue is removed and interred in a dedicated cemetery property. The Crematory requires either a casket or an alternative (cremation) container for the cremation. Please refer to page 3 of this form for further details regarding the caskets/containers. 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.

**DECLARATION OF INTENT FOR THE DISPOSITION OF CREMATED REMAINS**

I/We hereby 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: \_\_\_\_\_ Suitable for Shipping: Yes  No

Deliver to \_\_\_\_\_  
(Name/Address of Funeral Home or Cemetery)

Release to family \_\_\_\_\_  
(Name of Designated Family Member to Receive Cremated Remains)

Scattering at sea by Funeral Home or Funeral Home's agent

Ship via **USPS Priority Mail Express**  
To: Name \_\_\_\_\_ Address \_\_\_\_\_

Other \_\_\_\_\_

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

It is the policy of the Crematory to refrain from opening any casket or alternative cremation container. Accordingly, any items of value should be removed from the casket or alternative cremation container prior to its delivery to the Crematory. I understand that the Crematory shall not be liable for, and I agree to hold harmless to indemnify the Crematory against, any claims for loss, damage, or destruction of any items of value delivered to the Crematory in a casket or alternative cremation container.

Initials of Authorizing Agent(s): \_\_\_\_\_

The following items of value will be delivered to the Crematory with the Deceased.

\_\_\_\_\_  
\_\_\_\_\_

I/We understand that the items will be cremated with the deceased and will not be returned.

Initials of Authorizing Agent(s): \_\_\_\_\_

**AUTHORITY OF AUTHORIZING AGENT(S)**

I (We) hereby certify that the Decedent left the surviving heirs at Law:

Initials of Authorizing Agent(s): \_\_\_\_\_

Spouse Yes  No  \_\_\_\_\_

Children Yes  No  # \_\_\_\_\_ Siblings Yes  No  # \_\_\_\_\_ Other Name(s) and Relationship: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Parents Yes  No  \_\_\_\_\_

Separate authorization(s), if necessary, shall be attached to, and considered part of, this form.

**DISCLOSURES, WARRANTIES AND PERMISSION (INITIAL EACH)**

*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/We certify that Decedent named above gave specific directions in the form of a written and notarized declaration to be cremated. **Yes** **No**  
(If the above answer is "Yes" written and notarized authorization of Decedent must be attached).

**Initials of Authorizing Agent(s):**

I/We or our designated representative has personally identified the remains and assume full responsibility for the identity of Decedent.

**Initials of Authorizing Agent(s):**

I/We understand that if I/we wish to remove and/or retain any item from the remains, casket or container, I/we must do so directly or by authorized agent prior to the transportation of the Decedent from the Funeral Home to the Crematory. I understand that the crematory shall not be liable for, and I agree to hold harmless and indemnify the Crematory against, any claims for loss, damage or destruction of any items of value delivered to the Crematory in the casket or alternative container.

**Initials of Authorizing Agent(s):**

I/We give full permission for the following:

- a) The incidental or inadvertent commingling of the cremated remains.
- b) The processing of the remains and resulting incidental commingling of the cremated remains.
- c) The disposal by the Crematory of metal or other non-human material recovered to which may be affixed bone particles or other human residue.

**Initials of Authorizing Agent(s):**

**INDEMNITY**

I/We declare under penalty of perjury that the foregoing certifications, representations and statements are true and correct, and that this statement is being made to induce the above named Crematory to cremate (or cause to be cremated) the remains of the Decedent named above. I/We agree to hold harmless, indemnify and defend the above named Funeral Home and Crematory as well as their respective representatives, directors, officers, agents, employees and shareholders, from and against all claims, liabilities or damages whatsoever (including reasonable attorney fees) which may result from this authorization and order including the failure to properly identify the remains, failure to take possession or make proper arrangements for the final disposition of the cremated remains, the processing of remains, shipping of remains, any explodable any or harmful impact, infectious diseases, other persons claiming rights to control disposition of the remains, or any other cause. No warranties, express or implied, are made and damages shall be limited to the amount of the cremation fee paid.

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 attorneys' fees and expenses of litigation) in connection with the cremation and disposition 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 devices, or take possession of, or make permanent arrangements for, the disposition of such remains.

**ADDITIONAL TERMS AND CONDITIONS**

**THE CREMATION PROCESS**

Cremation is performed to prepare the deceased for memorialization and it is carried out by placing the deceased in a casket or alternative container and then placing the casket or alternative container into a cremation chamber, or retort, where they are subjected to intense heat and flame which is can range in temperature from 1600 – 2000 degrees Fahrenheit for a period of two to three hours. During the cremation process, it may be necessary to open the cremation chamber and reposition the deceased in order to facilitate a complete and thorough cremation. Through the use of suitable fuel, incineration of the container and its contents is accomplished by raising the temperature substantially (extreme temperature) and all substances are consumed or driven off, except bone fragments (calcium compounds) and metal (including dental gold and silver and other non-human materials) as the temperature is not sufficient to consume them.

Due to the nature of the cremation process, any personal possession or valuable materials such as dental gold and silver, jewelry (as well as anybody prostheses or dental bridgework) that are left with the Decedent and not removed from the casket or container prior to cremation may be destroyed and become non-recoverable. If not destroyed, the Crematory is authorized to dispose of such materials at its sole discretion. THE AUTHORIZING AGENT(S) UNDERSTANDS THAT ARRANGEMENTS MUST BE MADE WITH THE FUNERAL HOME TO REMOVE ANY SUCH POSSESSIONS OR VALUABLES PRIOR TO THE TIME THAT THE DECEDENT IS TRANSPORTED TO THE CREMATORY.

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 reasonable effort will be made to avoid commingling, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremation is a possibility, and the Authorizing Agent understands and accepts this fact.

After the cremated remains are removed from the cremation chamber, all non-combustible materials (insofar as possible), such as dental 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. The Crematory is authorized to dispose of these materials with similar materials from other cremations in a non-recoverable manner, so that only the human bone fragments will remain.

When cremated remains are removed from the cremation chamber, the skeletal remains often contain recognizable bone fragments. After the bone fragments have been separated from the other material, they will be mechanically process (pulverized), which includes crushing or grinding and incidental commingling of the remains with the residue from the processing of previously cremated remains, into granulated particles of unidentified dimensions, virtually unrecognizable as human remains, prior to placement into the designated container.

## CASKET/CONTAINERS

All caskets and alternative containers must meet the following standards:

1. Be composed of materials suitable for cremation;
2. Be able to be closed to provide a complete covering for the human remains;
3. Be sufficient for handling with ease;
4. Be resistant to leakage or spillage;
5. Be able to provide protection for the health and safety of crematory personnel.

The Crematory is authorized to inspect the casket or alternative container. In the event there is leakage or damage, the Crematory may contact the Funeral Home directly for instructions. For health reasons, the Crematory's personnel will not open the container.

Many caskets that are comprised of combustible materials also contain exterior parts, *e.g.*, decorative handles or rails, that are not combustible and that may cause damage to the 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.

## URNS/TEMPORARY CONTAINERS

In the event the urn or other container selected is insufficient to accommodate all of the cremated remains, the excess will be placed in a separate receptacle. The separated receptacle will be kept with the primary receptacle and handled according to the disposition instructions on this form. Crematory requires that all urns or containers provided be appropriate for shipping or permanent storage, and that in the case of an adult, it is recommended that the urns or container be a minimum size of 150 cubic inches. Unless a suitable urn is provided for the cremated remains, the Crematory will place the cremated remains in a container furnished by the Crematory, marked temporary, which is not designed for shipment.

## FINAL DISPOSITION

Cremation is NOT the final disposition, nor is placing the cremated remains in storage at a funeral home final disposition. The cremation process simply reduces the decedent's body to cremated remains. These cremated remains usually are several pounds and usually measure in excess of 150 cubic inches. Some provision must be made for the final disposition of these cremated remains. You may select inurnment in a permanent location, such as a mausoleum/columbarium niche, cemetery plot (many cemeteries allow urns to be buried in the same plot as a previously interred casket or other urn), or other special location of the family's choosing. Alternatively, the remains may be scattered in a cemetery garden which is usually commingled with particles of other cremated remains that have been previously scattered, at sea, or in some other location, so long as it is in accordance with local laws. However, the decision to scatter should be chosen carefully as it is irreversible.

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 to the address on this form. 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.

*Initials of Authorizing Agent(s):* \_\_\_\_\_

**SIGNATURE OF AUTHORIZING AGENT(S)**

I/We the undersigned, hereby certify that I am the closest living next of kin of the Decedent or that I otherwise serve (served) in the capacity of

\_\_\_\_\_ to the Decedent, that I have charge of the remains of the Decedent and as such possess full legal authority and power to execute this authorization form and to arrange for the cremation and disposition of the cremated remains of the Decedent. In addition, I am aware of no objection to this cremation by any spouse, child, parent or sibling specified.

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 religious or ethnic customs.

By executing this cremation authorization form, as Authorizing Agent(s), the undersigned warrants that the undersigned have read and understand the provisions contained in this document.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Print Name of Authorizing Agent:** \_\_\_\_\_ Signature: ( x ) \_\_\_\_\_

Relationship to Decedent: \_\_\_\_\_ Tel No. \_\_\_\_\_

Address: \_\_\_\_\_

**Print Name of Authorizing Agent:** \_\_\_\_\_ Signature: ( x ) \_\_\_\_\_

Relationship to Decedent: \_\_\_\_\_ Tel No. \_\_\_\_\_

Address: \_\_\_\_\_

**Print Name of Authorizing Agent:** \_\_\_\_\_ Signature: ( x ) \_\_\_\_\_

Relationship to Decedent: \_\_\_\_\_ Tel No. \_\_\_\_\_

Address: \_\_\_\_\_

**Print Name of Authorizing Agent:** \_\_\_\_\_ Signature: ( x ) \_\_\_\_\_

Relationship to Decedent: \_\_\_\_\_ Tel No. \_\_\_\_\_

Address: \_\_\_\_\_

**Print Name of Authorizing Agent:** \_\_\_\_\_ Signature: ( x ) \_\_\_\_\_

Relationship to Decedent: \_\_\_\_\_ Tel No. \_\_\_\_\_

Address: \_\_\_\_\_

**Print Name of Authorizing Agent:** \_\_\_\_\_ Signature: ( x ) \_\_\_\_\_

Relationship to Decedent: \_\_\_\_\_ Tel No. \_\_\_\_\_

Address: \_\_\_\_\_

**Print Name of Authorizing Agent:** \_\_\_\_\_ Signature: ( x ) \_\_\_\_\_

Relationship to Decedent: \_\_\_\_\_ Tel No. \_\_\_\_\_

Address: \_\_\_\_\_

**WITNESSES:**

**Print Name of Witness:** \_\_\_\_\_ Signature: ( x ) \_\_\_\_\_

Address \_\_\_\_\_ Tel No. \_\_\_\_\_

**Print Name of Witness:** \_\_\_\_\_ Signature: ( x ) \_\_\_\_\_

Address \_\_\_\_\_ Tel No. \_\_\_\_\_

**REPRESENTATIONS OF FUNERAL HOME**

Funeral Home, through its duly authorized undersigned representative, certifies that he/she has reviewed this form with the Authorizing Agent(s); that no member of Funeral Home has any knowledge or information that would lead us to believe that any of the answers provided by the Authorizing Agent(s) are incorrect; that the human remains delivered to the Crematory are the same human remains that were identified by Authorizing Agent(s) and the Funeral Home as the Decedent; that Funeral Home has obtained all the necessary permits authorizing the cremation and those permits are attached hereto; and that the representations concerning a pacemaker and other materials or implants that may be potentially hazardous are true.

Funeral Home agrees to hold harmless, indemnify and defend the Crematory as well as Crematory's representatives, directors, officers, agents, employees and shareholders, from and against all claims, liabilities or damages whatsoever (including reasonable attorney fees) which may result from this authorization and order, and also including any failure to properly identify the remains, failure to take possession of or make proper arrangements for the final disposition of the cremated remains, the processing of remains, shipping of remains, any exploding or harmful impact, infectious diseases, any claims of other persons claiming rights to control disposition of the remains, or any other cause.

FUNERAL HOME: \_\_\_\_\_

Funeral Director: \_\_\_\_\_ Print Name: \_\_\_\_\_