

Case Number

California Crematory

1553 N. Backer - Fresno, California 93703 CR-310

Cremation Number

AUTHORIZATION FOR CREMATION AND DISPOSITION

The undersigned do hereby request and authorize *California Crematory*, in accordance with and subject to its rules and regulations and the appropriate sections of the California Health & Safety Code, to cremate and process in a manner suitable for interment the remains of:

DECEDENT: _____

DECEDENTS LAST RESIDENCE: _____

NOTE: California law provides: "Any person signing any authorization for the interment or cremation of any remains warrants the truthfulness of any fact set forth in the authorization, the identity of the person whose remains are sought to be interred or cremated, and his or her authority to order interment or cremation. He or she is personally liable for all damage occasioned by or resulting from the breach of such warranty."

I (We) certify that the decedent did not give directions that his/her remains not be cremated, and that: **(Initial All Applicable Lines)**

_____ I am making this Authorization for Myself.

_____ I am the Agent under a Durable Power of Attorney for Health Care (*Attach a copy of the Durable Power of Attorney*).

_____ I am the Surviving Spouse of the Decedent

_____ I am the Registered Domestic Partner of the Decedent

_____ I (We) am (are) the Surviving Child(ren) # _____ Number of Children (Required)

_____ I (We) am (are) the Surviving Parent(s) # _____ Number of Parents (Required)

_____ I (We) am (are) a Majority of the Surviving Sister(s) & Brother(s) # _____ Number of Siblings (Required)

_____ Other (Name & Relationship) _____

1. Cremation Container: The Crematory will not accept the remains of the Decedent for cremation unless they are in a leak resistant, rigid, combustible cremation container or casket. I (We) authorize the Crematory to remove and dispose of handles, ornaments and/or other non-combustible parts of the cremation container or casket.

2. Mechanical or Radioactive Devices: Mechanical or radioactive devices, such as pacemakers, may be a hazard if placed in the cremation chamber. The Crematory will therefore not knowingly cremate any remains which contain such a device. I (We) certify that the remains of the Decedent:

(All Initial) **DOES** _____ **or** **DOES NOT** _____

contain a mechanical or radioactive device. If the decedent's remains do contain such a device, I (We) authorize the Crematory/Funeral Home to arrange for the removal of the device prior to the cremation. I (We) authorize the Crematory or its agent to lawfully dispose of any such device unless other Instructions are given here.

List all implanted mechanical or radioactive devices below. (NOTE: PACEMAKERS MAY ONLY BE RETURNED TO THE MANUFACTURER)

List: _____

Indemnification & Hold Harmless: I (We) agree to indemnify and hold the Crematory harmless from any and all claims or damages, including damage to the retort(s) or injuries suffered by the Crematory's employees, which arise from my (our) failure to timely notify the Crematory of any mechanical or radioactive implants in the body of the Decedent. _____ **(All Initial)**

3. Mementos, Jewelry, Dental Gold/Silver & any other Foreign Materials: Items such as personal mementos, jewelry, dental gold and silver, prostheses and any other foreign materials placed in the cremation chamber with the Decedent will either be destroyed or rendered unrecognizable. If any such items are recovered from the cremation chamber I (We) authorize the Crematory to dispose of them.

4. The Cremation Process. I (We) acknowledge the following: That the human body burns with the casket or container and any other material in the cremation chamber; that some bone fragments are not combustible at the incineration temperature and as a result, remain in the cremation chamber; that during the cremation process, the contents of the chamber may be moved to facilitate incineration; that the cremation chamber is composed of ceramic or other material, which disintegrates slightly during each cremation and that the product of that disintegration is inadvertently commingled with the cremated remains; that 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 are crushed, pulverized or ground to facilitate interment or scattering; and that some of that 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, or scattered at sea.

5. Time of Cremation: The cremation will take place after all required permits are obtained, this form completed and signed and Authorization to cremate is received by the Crematory, and after any scheduled funeral ceremony at which the decedent's body is to be present has been concluded. The Crematory will perform the cremation according to its schedule **(unless a specific date and time is requested in section 9)** and at its discretion without obtaining any further authorization or instruction unless the right of the person signing this document to authorize the cremation is contested by someone. In that event the Crematory may delay the cremation while it determines whether and how to proceed. The normal cremation process may take a minimum of 8 working days to a possible 18 days.

6. Viewing of Remains/Witnessed Cremation: Minimal preparation is required for viewing and additional fees will apply.

I (We) Desire to arrange for a **Viewing of Decedent** **YES** **NO** _____ **(All Initial)**

I (We) Desire to arrange for a **Witnessed Cremation** **YES** **NO** _____ **(All Initial)**

7. Weight Limits - Decedent's Weight _____ **lbs.** The fee for cremation is based on body weight of **250 lbs. or less** and I (We) understand there will be an additional fee for a cremation exceeding this amount.

I (We) certify the Decedent's weight is **under 250 lbs** **YES** **NO** _____ **(All Initial)**

8. Disposition: I (We) authorize the Crematory to release the cremated remains back to the Funeral Home and authorize them to take the action I (we) have indicated below with respect to the disposition of the cremated remains of the Decedent:

Urn / Container Description:

Deliver Cremated Remains to Cemetery: _____
(Full Name, Address, City, State, Zip Code & Telephone Number)

Release Cremated Remains to: _____
(Full Name of the Authorized Receiver(s) & Telephone Number)

NOTE: I (We) understand that if the cremated remains are not picked up within twenty (20) days after the cremation, the Funeral Home may either scatter the cremated remains at sea or deliver the cremated remains to a licensed cemetery for final disposition in a manner which may make the remains non-recoverable.

Mail Cremated Remains to: _____
(Full Name of Recipient or Company, Address, City State & Zip Code)

NOTE: Remains shall be mailed via **U.S. Postal Service, Registered with Return Receipt** requested. I (We) understand that the Funeral Home is acting solely as my (our) agent in the mailing of the cremated remains, and I (we) agree that the Funeral Home shall not be liable if the cremated remains and/or the urn or container are lost or damaged while in the custody of the **U.S. Postal Service**.

Scattering: **Scatter** at sea in the *Pacific Ocean* _____ **(All Initial - if Applicable)**

Scatter in the California *Sierra Mountains* _____ **(All Initial - if Applicable)**

NOTE: I (We) understand that the Funeral Home is acting solely as my (our) agent which is an accommodation to me (us) in arranging for the scattering of the remains. I (We) agree that the Funeral Home shall not be liable for any failure by the providers of the above selected services.

9. Special Instructions. Indicate any special instructions below: **(Including a Request to Witness the Cremation)**

10. Obligation of Crematory; Limitation on Damages: The obligation of the Crematory shall be limited to the cremation of the Decedent and the disposition of the cremated remains as directed herein. I (We) agree to release and hold the Crematory, its affiliated companies, their employees and agents harmless from any and all loss, damages, liability or causes of action including attorneys' fees and costs of litigation in connection with the cremation and disposition of the cremated remains as authorized herein, or the failure to properly identify the Decedent or to take possession of or make arrangements for the permanent disposition of the cremated remains. No warranties, express or implied, are made by the Crematory and damages shall be limited to the refund of the fee paid for the cremation.

Signature(s) The following person(s) authorize the cremation and disposition of the Decedent named above and hereby agree that a facsimile copy of this *Authorization for Cremation & Disposition* shall be as valid as the original.

1 _____ X _____
Date Signature Print Name Relationship to Decedent

_____ *Full Address Phone*

2 _____ X _____
Date Signature Print Name Relationship to Decedent

_____ *Full Address Phone*

3 _____ X _____
Date Signature Print Name Relationship to Decedent

_____ *Full Address Phone*

4 _____ X _____
Date Signature Print Name Relationship to Decedent

_____ *Full Address Phone*

5 _____ X _____
Date Signature Print Name Relationship to Decedent

_____ *Full Address Phone*

6 _____ X _____
Date Signature Print Name Relationship to Decedent

_____ *Full Address Phone*

Abbey Funeraria _____
Mortuary Counselor Signature Date

For more information on Funeral, Cemetery, and Cremation matters contact: **State of California Department of Consumer Affairs, Cemetery and Funeral Bureau, 1625 North Market Boulevard, Suite S-208, Sacramento, California 92834, telephone (916) 574-7870.**