***Authorization for Cremation and Disposition of Human Remains***

Page 1 of 2

NOTE: This is an important legal document, which you should read carefully before signing. If you have any questions, please ask your funeral Counselor. For more information on Funeral, Cemetery and Cremation matters, please contact: The Department of Consumer Affairs Cemetery and Funeral Bureau at 1625 North Market Blvd., Suite S-208, Sacramento, CA 95834 (916) 574-7870.

The Cremation Process is performed according to California Law. There can be no allowance for ethnic or religious variations. Subject to the rules and regulations of *The Gardens Crematory* (“*The Crematory*”) and any applicable federal, state and local laws or ordinances, the undersigned hereby certifies, warrants and represents that they have the full legal right and authority to authorize, and do herby authorize *The Crematory* to perform the cremation for the remains of:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Last Name** | **First Name** | **Middle Name** |

|  |  |
| --- | --- |
| **ADDRESS OF DECEASED:** |  |

**(Last known residential address)**

|  |  |
| --- | --- |
| **PLACE OF FINAL DISPOSITION:** |  |

(“At Sea,” or the name of the cemetery if cremains are going to be buried, or the physical address where they will be placed/stored.)

**NO**, ☐ I hereby **DECLINE** to view or witness the insertion of the Decedent at The Gardens Crematory: **INITIAL**

**YES**, ☐ I **REQUEST** a viewing of the decedent at the Crematory: Date/Time / **INITIAL**

**\*\*\*Need RED TAG FORM to reserve date and time\*\*\***

☐ **ID VIEWING OR** ☐ **WITNESS INSERTION**

**TIME LENGTH:** ☐ **15 MIN/** ☐ **30 MIN/** ☐ **45 MIN/** ☐ **1 HOUR+**

**CASKET: ☐OPEN/ ☐CLOSED**

**SPECIAL INSTRUCTIONS:**

SIGNATURE OF AUTHORIZED AGENT:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Is Decedent over 250 LBS? | Weight of Decedent |  |
|  |

|  |  |
| --- | --- |
| Funeral Home/Cremation Society handling the arrangements: |  |

***Casket/Containers:*** *The Crematory* requires either a casket or alternative cremation container. All caskets and alternative containers must meet the following standards: 1) Be composed of combustible materials suitable for cremation. 2) Be able to be closed to provide a complete covering for human remains. 3) Be resistant to leakage or spillage. 4) Be sufficient for handling with ease. 5) Be able to provide protection for the Health and Safety of *The Crematory* personnel. *The Crematory* is authorized to inspect the casket or alternative container, including opening it if necessary. In the event there is leakage or damage, *The Crematory* may contact the Funeral Home/Cremation Society directly for instructions. Metal, Plastic, Fiberglass Caskets/Cremation Containers will not be allowed to be cremated. *The Crematory* is authorized to remove and dispose of handles, ornaments and any other noncombustible items attached to the cremation container prior to cremation. I/We further authorize *The Crematory* to make the disposition of any noncombustible items in any lawful manner it deems appropriate. These may include, but not limited to hinges, handles, latches, etc. In the event the urn or any other container is insufficient to accommodate all the cremated remains, the excess cremated remains will be placed in a separate receptacle (plastic urn) at no addition charge. The plastic urn will be kept with the primary receptacle and handled according to the disposition instructions on this form.

|  |  |  |  |
| --- | --- | --- | --- |
| **Casket or Cremation Container Selected** | CB1 | **Urn Selected** | Plastic |

***Pacemakers, Prostheses and Radioactive Devices:*** Pacemakers and prostheses, as well as any mechanical or radioactive devices or implants in the decedent may create a hazardous condition when placed in the cremation chamber. It is imperative that such items be removed prior to cremation. If *The Crematory* is not notified of these devices and/or implants and is not instructed to remove them, then the person(s) authorizing the cremation will be held responsible for any damages caused to *The Crematory* personnel or equipment by such devices or implants. By initialing the paragraph, I/we give permission to *The Crematory*, Funeral Home/Cremation Society and any member of their staff to remove the surgical hardware as referenced above prior to cremation. *The Crematory* and/or the Funeral Home/Cremation Society are authorized to dispose of the device(s) as deemed appropriate.

|  |  |  |  |
| --- | --- | --- | --- |
| **Pacemaker (please circle)**  | **Yes No** | **INITIAL** ► |  |
| **If “YES” additional charges will apply**  |  |  |  |
| **Decedent Name:** |  |

**Page 2 of 2**

**The Cremation Process**

The human body burns with the casket, container and/or other materials 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 the 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. Some residue remains in the cracks in uneven places of the chamber. Periodically, the accumulation of this residue is removed and scattered at sea in accordance with State Laws. The acknowledgment shall be filed and retained, for at least five years by the person who disposed of the remains. Due to the nature of the cremation process, any personal possessions or valuable materials such as dental gold and silver or jewelry (as well as any body prostheses or dental bridgework) that are left with the decedent and are not removed from the casket or cremation container prior to cremation may be destroyed and become non recoverable. If you desire to save such items, the Authorizing Agent must make arrangements to remove any such possessions or valuables prior to cremation. After the cremated remains are removed from the cremation chamber, all noncombustible materials, where possible, will be separated and removed from the human bone fragments by visible selection. *The Crematory* is authorized to dispose of these materials with similar materials from other cremations in a manor they deem fit in a non recoverable manner, so that only the human bone fragments will remain. There may be small non combustible material the operator may not visibly see and be placed into the urn with the human bone fragments. When the cremated remains are removed from the cremation chamber, the skeletal remains often contained recognizable bone fragments. After the bone fragments have been separated from the other material, they will be mechanically processed (pulverized) which includes crushing particles unrecognizable as human remains, prior to the placement into the designed container.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **INITIAL** ► |  |  |  |  |  |  |

I/We authorize *The Crematory* to release the cremated remains of the Decedent to the possession and custody of the Funeral Home/Cremation Society. Cremated remains will be delivered by *The Crematory* to the Funeral Home/Cremation Society unless otherwise instructed, in writing, signed by the Funeral Home/Cremation Society and the Authorized Agent. I/We understand that the services and obligation of *The Crematory* shall be fulfilled when the cremated remains of the Decedent are released to the possession and custody of the Funeral Home/Cremation Society.

|  |  |
| --- | --- |
| **INITIAL** ► |  |

***Authorizing Agents:*** An Authorizing Agent is the person(s) having the right to control the disposition of the Decedent pursuant to the Health and Safety Code Section 7100. 1) Decedent, 2) An agent under Power of Attorney of Health Care, 3) Spouse or Registered Domestic Partner, 4) Adult Children, 5) Parents, 6) Other surviving competent adult Kin. By signing this Authorization for Cremation and Disposition, I/we nevertheless desire that the Deceased’s remains be cremated in accordance with this authorization. I/We agree to indemnify, release and hold harmless *The Gardens Crematory,* the Funeral Home/Cremation Society, their affiliates, employees and/or assignees harmless from any and all losses, damages, cost or expense resulting from the Funeral Home/Cremation Society and *The Crematory’s* reliance on or performance consistent with directions, declarations, representation, authorization and agreement herein, including, but not limited to any delay in or damage arising from the transportation of the human remains or cremated remains of the Decedent and liability or causes of action in connection with the cremation and disposition of the cremated remains as authorized herein. I/We warrant that all representations and statements made herein are true and correct. I/We have either identified or have waived my/our rights of identification of the Decedent that were delivered to the Funeral Home/Cremation Society as the Decedent. **I/We have authorized the Funeral Home/Cremation Society to deliver the Decedent to *The Crematory* and to be cremated by *The Crematory* per this Authorization for Cremation and Disposition of Human Remains agreement.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Executed at** |  | **on the** |  | **day of** |  |
|  | **City, State** |  | **Day** |  | **Month, Year** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Signature of Authorized Agent(s):** |  | **Relationship** |  |

|  |  |
| --- | --- |
| **Printed Name(s):** |  |

|  |  |
| --- | --- |
| **Address:** |  |
| **City, State, Zip Code** |  |
| **Phone number:** |  |