

# AUTHORIZATION FOR CREMATION AND DISPOSITION

Name of Deceased Person \_\_\_\_\_ Sex \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Date of Death \_\_\_\_\_ Time of Death \_\_\_\_\_ Place of Death \_\_\_\_\_  
Name of Funeral Establishment \_\_\_\_\_ Name of Funeral Director \_\_\_\_\_  
Was death caused by an infectious or contagious disease? Yes  No  If yes, explain \_\_\_\_\_

## CREMATION

I (We), the undersigned (the "Authorizing Agent(s)"), hereby request and authorize KFH Crematory (the "Crematory Establishment") to cremate the human remains of the deceased person named above (the "Decedent"), and to dispose of the Decedent's cremated remains, in accordance with and subject to the provisions of this document.

## IDENTIFICATION

I (We) have positively identified the human remains that were delivered to the funeral establishment named above (the "Funeral Establishment") as the Decedent, and I (we) have authorized the Funeral Establishment to deliver the Decedent's human remains to the Crematory Establishment for cremation.

## VIEWING OR SERVICE

Have arrangements been made by the Authorizing Agent(s) for a viewing of the Decedent or a service with the Decedent present before cremation? Yes  No  If yes, what are the date and time of the viewing or service? (Date) \_\_\_\_\_ (Time) \_\_\_\_\_

## PACEMAKERS, OTHER MATERIALS AND IMPLANTS

All pacemakers and any other materials and implants that may potentially be hazardous or cause damage to the cremation chamber or the person performing the cremation must be removed prior to delivering the human remains of the Decedent to the Crematory Establishment.

Complete one of the following:

I (We) hereby declare that to my/our knowledge the human remains of the Decedent **do not contain a pacemaker** or any other material or implant that may potentially be hazardous or cause damage to the cremation chamber or the person performing the cremation. \_\_\_\_\_ (Initials)

The following List describes all pacemakers and other materials and implants that should be removed from the human remains of the Decedent prior to Cremation: \_\_\_\_\_

I (We) have instructed the Funeral Establishment ID to **remove or arrange for the removal of these pacemakers** and other materials and implants and to dispose of such pacemakers and other materials and implants at their sole discretion before delivering the human remains of the Decedent to the Crematory Establishment. \_\_\_\_\_ (Initials)

Has the Decedent been treated with therapeutic radionuclides? Yes  No  If yes, when was the treatment administered? \_\_\_\_\_  
Date

## VALUABLES

The following list describes any items of value delivered to the Crematory Establishment along with the human remains of the Decedent: \_\_\_\_\_

I/We hereby instruct the Crematory Establishment to handle these items of value as follows: \_\_\_\_\_

## CASKET/CONTAINER/URN

Casket or alternative container \_\_\_\_\_ Type of urn or container selected \_\_\_\_\_

## DISPOSITION

After the cremation of the human remains of the Decedent has been performed, the cremated remains have been processed, and the processed cremated remains placed in the designated urn or temporary container, the Authorizing Agent(s) hereby authorize the Crematory Establishment to dispose of the Decedent's cremated remains as specified below. Complete one of the following:

Deliver the cremated remains to the Funeral Establishment for delivery to the following person: Name: \_\_\_\_\_  
for the permanent disposition of the cremated remains in the following manner, if known: \_\_\_\_\_

Deliver the cremated remains to \_\_\_\_\_ Cemetery, with which arrangements have already been made for the permanent disposition of the cremated remains in the following manner, if known: \_\_\_\_\_

Deliver the cremated remains to the following person: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
for the permanent disposition of the cremated remains in the following manner, if known: \_\_\_\_\_

\*Deliver the cremated remains to the U. S. Postal Service for shipment by Priority Mail Express to: \_\_\_\_\_  
for the permanent disposition of the cremated remains in the following manner, if known: \_\_\_\_\_  
(Attach copy of post office receipt)

\*Deliver the cremated remains to \_\_\_\_\_ (name of carrier) for shipment in the Authorizing Agent(s) name(s) as consignor to \_\_\_\_\_ (name and address of consignee) for the permanent disposition of the cremated remains in the following manner, if known: \_\_\_\_\_  
(Attach copy of carrier receipt)

\* If either of these methods of delivery is selected, then I/We understand that the services of the Crematory Establishment have been fully completed when the cremated remains of the Decedent leave the crematory and I/we hereby agree to assume all liability that may arise from such shipment, and hereby release and agree to indemnify, defend and hold harmless the Crematory Establishment and Funeral Establishment of and from any and all claims that may arise from such shipment.

Other: \_\_\_\_\_ for the permanent disposition of the cremated remains in the following manner, if known: \_\_\_\_\_

**PRE-NEED CREMATION ARRANGEMENTS**

Did the Decedent provide written directions to be cremated in a prepaid funeral contract? Yes  No   
Did the Decedent leave a will with written directions to be cremated? Yes  No   
Did the Decedent provide written directions to be cremated in a written instrument signed and acknowledged by the Decedent other than a prepaid funeral contract or will? Yes  No

**TIME OF CREMATION**

The Crematory Establishment is hereby authorized to perform the cremation upon receipt of the Decedent's human remains, at its sole discretion, and according to its own time schedule, as work permits, without obtaining any further authorization or instructions.

**AUTHORITY OF AUTHORIZING AGENT(S)**

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

Spouse: Yes  No  Name \_\_\_\_\_  
Children: Yes  No  How Many \_\_\_\_\_ Name(s) \_\_\_\_\_  
Parents: Yes  No  Name(s) \_\_\_\_\_  
Siblings: Yes  No  How Many \_\_\_\_\_ Name(s) \_\_\_\_\_

If all responses are no, the person(s) in the next degree of kinship to the Decedent is (are): \_\_\_\_\_

If the legal next of kin, or if all persons of the same degree of kinship having equal priority rights to authorize cremation, are not signing below, a written explanation must be completed by the person(s) signing below as Authorizing Agent(s). Additional authorizations, if necessary, shall be attached to, and considered part of, this document. The additional authorizations may include representations that the Authorizing Agent(s) has/have made all reasonable efforts but failed to contact another person having an equal priority right to authorize cremation and believe(s) the person would not object to cremation and agree(s) to indemnify and hold harmless the Crematory Establishment and Funeral Establishment for any liability arising from performing the cremation without the person's authorization.

Therefore, I/we, the undersigned, hereby certify that I am/we are the closest living next of kin of the Decedent and that I am/we are related to the Decedent as his/her \_\_\_\_\_ or that I/we otherwise serve in the capacity of \_\_\_\_\_ to the Decedent, that I/we have charge of the human remains of the Decedent and possess the full right, power and authority, according to the laws of the State of Texas, to execute this document and to arrange, control and authorize the cremation and disposition of the remains of the Decedent. I am/we are not aware of any person with a superior or equal priority right to arrange, control, or authorize the cremation and disposition of the remains of the Decedent. In addition, I am/we are aware of no objection to this cremation by any person, including any spouse, child, parent, or sibling specified above.

**RELEASE AND INDEMNITY**

**As the Authorizing Agent(s), I/we hereby release and agree to indemnify, defend and hold harmless the Crematory Establishment and Funeral Establishment and their respective affiliates, shareholders, directors, officers, agents and employees, of and from any and all demands, damages, liabilities, causes of action and suits of every kind, nature and description in law or equity, including any legal fees, and expenses of litigation, arising as a result of, based upon, or connected with this document, including, but not limited to, the failure to properly identify the Decedent/human remains or property delivered to the Crematory Establishment, the cremation, processing, shipping disposition of the Decedent's remains as provided in this document, the failure to take possession of or make proper arrangements for the disposition of the Decedent's cremated remains, any damage due to a pacemaker or other potentially hazardous implants or materials, or infectious or contagious diseases, the disposal of metal or other nonhuman materials recovered to which may be affixed bone particles or other residue, claims brought by any other person(s) claiming the right to arrange, control, or authorize the cremation and disposition of the Decedent's remains, or any other cause. No warranties, expressed or implied, including the implied warranties of merchantability and for a particular purpose, are made by the Crematory Establishment or Funeral Establishment and damages shall be limited to the amount the cremation fee paid to the Crematory Establishment. I/we understand that this document does not contain a description of every aspect of the cremation process and disposition. This includes the Additional Terms and Conditions which follow this signature page, and the Authorizing Agent(s) hereby agree(s) that the Authorizing Agent(s) are fully bound by the provisions of this document, including such Additional Terms and Conditions.**

**THIS IS A LEGAL DOCUMENT READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.  
IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION AND DISPOSITION.  
CREMATION IS IRREVERSIBLE AND FINAL.**

By executing this document as Authorizing Agent(s), the undersigned warrant and attest that all representations and statements contained in this document are accurate and complete, that such representations and statements were made to induce the Crematory Establishment to cremate the human remains of the Decedent, and that the undersigned have read and understand the provisions of this document.

Executed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Name \_\_\_\_\_ Signature \_\_\_\_\_  
Relationship to Decedent \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Relationship to Decedent \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address \_\_\_\_\_

Signature of Funeral Director as Witness for Signature(s) of Authorizing Agent(s)  
Name and Address of Funeral Director:

\_\_\_\_\_  
1221 Junction Hwy.  
\_\_\_\_\_  
Kernville, Texas 78028

Name and Address of Funeral Establishment:

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

## **ADDITIONAL TERMS AND CONDITIONS POLICIES, PROCEDURES AND REQUIREMENTS**

The cremation, processing and disposition of the remains of a decedent shall be performed in accordance with and subject to all governing laws and the policies, procedures and requirements of the Crematory Establishment.

Set forth below is a description of many of the policies, procedures and requirements of the Crematory Establishment, all of which are a part of this document.

### **REQUIREMENTS FOR CREMATION**

Cremation will take place only after ALL of the following conditions have been met:

- 1) Any scheduled ceremonies or viewings have been completed.
- 2) Forty-eight (48) hours have elapsed since the time of death, unless the waiting period is waived by a justice of the peace or medical examiner of the county in which the death occurred or a court order.
- 3) Civil and medical authorities have issued all required permits.
- 4) All necessary authorizations have been obtained, and no objections have been raised.

### **CREMATION DISPUTE**

Until authorized by a valid court order, the Crematory Establishment, a funeral establishment, a cemetery, or other person may refuse to accept deceased human remains or to perform a cremation if the Crematory Establishment, funeral establishment, cemetery, or person is aware of 1) a dispute that has not been resolved or settled concerning the cremation of the remains, 2) a reasonable basis for questioning any representation made by the authorizing agent(s), or 3) any other lawful basis for refusing to accept or cremate the remains. The Crematory Establishment, a funeral establishment, a cemetery, or other person aware of any dispute concerning the release or disposition of cremated remains may refuse to release the remains until 1) the dispute has been resolved or settled or 2) authorized by a valid court order to release or dispose of the remains.

### **CREMATION CONTAINERS**

The Crematory Establishment requires either a casket or an alternative container for cremation. The Crematory Establishment does not permit the use of alternative containers for cremation which are made of non-rigid materials. All caskets and alternative containers must: 1) be made of combustible materials suitable for cremation; 2) provide a complete covering of the body; 3) be resistant to leakage or spillage; 4) be rigid for easy handling; and 5) protect the health and safety of crematory personnel.

The Crematory Establishment is authorized to inspect the casket or alternative container, including opening if necessary. The Crematory Establishment is not required to accept a casket or alternative container that evidences leakage of human bodily fluids or is damaged. The Crematory Establishment reserves the right to open the casket or alternative container to verify the identity of the Decedent.

Many caskets that are comprised primarily of combustible materials also contain some exterior parts (e.g., decorative handles or rails) that are not combustible and that may cause damage to the cremation equipment. The Crematory Establishment, 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 in a non-recoverable manner.

The Crematory Establishment does not accept metal caskets.

### **PACEMAKERS AND OTHER IMPLANTS**

Pacemakers and other implants in the human remains of a decedent may create a hazardous condition when placed in the cremation chamber. An authorizing agent who knows of the existence of a pacemaker or other potentially hazardous implant in the human remains of the decedent shall notify the funeral director and Crematory Establishment and shall ensure that the pacemaker or other potentially hazardous implant is removed from the remains of the decedent before cremation. If the authorizing agent(s) do not disclose on the cremation authorization form the presence of a pacemaker or other potentially hazardous implant in the human remains of the decedent, then the authorizing agent(s) will be liable to the Crematory Establishment in a civil action for any damages resulting from the cremation of the remains containing the pacemaker or other potentially hazardous implant.

### **THE CREMATION PROCESS**

All cremations are performed individually. The Crematory Establishment will not simultaneously cremate the deceased human remains of more than one person in the same cremation chamber unless authorized in writing by the authorizing agent(s) of each deceased person. The witnessing of the human remains of a decedent being placed in the cremation chamber must be arranged in advance by the authorizing agent(s) with the Crematory Establishment. A person other than a Crematory Establishment employee, the authorizing agent(s), or representatives delegated in writing by the authorizing agent(s), and approved by the Crematory Establishment may not be present in a crematory area during the cremation of the human remains of a decedent or the removal of the cremated remains of the decedent from the cremation chamber.

Cremation is performed to prepare a decedent for memorialization and it is carried out by placing the decedent's human remains in a casket or alternative container and then placing the casket or alternative container into a cremation chamber, where they are subjected to direct flame and extreme heat for approximately two to three hours, although the actual time varies with each cremation. During the cremation process, it may be necessary to open the cremation chamber and reposition the decedent in order to facilitate a complete and thorough cremation. Through the use of a suitable fuel, incineration of the cremation container and 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 nonhuman materials) as the temperature is not sufficient to consume them.

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 prosthesis or dental bridgework), that are left with a decedent's human remains and not removed from the casket or alternative container prior to cremation may be destroyed and become non-recoverable or, if not destroyed, will be disposed of by the Crematory Establishment at its sole discretion. The authorizing agent(s) understand that arrangements must be made with a funeral establishment to remove any such possessions or valuables prior to the time that a decedent is delivered to the Crematory Establishment.

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. To the extent practicable, the Crematory Establishment will remove all recoverable cremation residue from the cremation chamber. The authorizing agent(s) understand and accept the fact that it is impossible to remove all of the cremated remains from the cremation chamber, as some dust and other residue from the process are always left behind. In addition, while a reasonable effort will be made to avoid commingling of the cremated remains, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremations is a possibility, and the authorizing agent(s) understand and accept 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 alternative container, such as hinges, latches, nails, etc., will be separated and removed from the human bone fragments by visible or magnetic selection and will be disposed of by the Crematory Establishment with similar materials from other cremations in a non-recoverable manner, so that only the human bone fragments will remain.

When the 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 then be manually or mechanically processed (pulverized), which includes crushing or grinding and incidental commingling of the remains with the residue from the processing of previously cremated remains, prior to placement in the designated urn or temporary container.

### **URNS/TEMPORARY CONTAINERS**

After the cremated remains of a decedent have been processed, they will be placed in the designated urn or temporary container, with the exception of dust or other residue that may remain on the processing equipment. In the event the urn or temporary container provided is insufficient to accommodate all of the cremated remains, the excess will be placed in a separate temporary container. The separate temporary container will be kept with the primary urn or temporary container and handled according to the disposition instructions specified in the cremation authorization form.

### **DISPOSITION**

Cremation is NOT disposition of a decedent's cremated remains. The cremation process simply reduces the decedent's body to cremated remains. Some provision must be made for the disposition of these cremated remains.

Notice: The authorizing agent(s) assume(s) responsibility for the disposition of the cremated remains of the decedent. If the cremated remains have not been claimed by the authorizing agent(s) the Crematory Establishment may dispose of the cremated remains of the decedent in accordance with Chapter 716, Health and Safety Code not earlier than the 121st day following the date of cremation.

The authorizing agent(s) shall provide to the Crematory Establishment a signed written statement disclosing the final disposition of the decedent's cremated remains, if known.

The authorizing agent(s) shall provide to the Crematory Establishment a signed written statement disclosing the final disposition of the decedent's cremated remains, if known.

### **LIMITATION OF OBLIGATION**

The obligations of the Crematory Establishment shall be limited to the cremation of a decedent's human remains and the disposition of the decedent's cremated remains as authorized in the cremation authorization form.

### **AUTHORIZING AGENT(S)**

\_\_\_\_\_ (initial) \_\_\_\_\_ (initial)