



AUTHORITY TO CREMATE AND ORDER FOR DISPOSITION

THIS IS A LEGAL DOCUMENT

**It Contains Important Provisions Concerning Cremation - Cremation Is Irreversible and Final
Read This Document Carefully Before Signing**

DECEDENT/AUTHORIZING AGENT INFORMATION

Name of Decedent: _____ Date of Death: _____

Social Security No: _____ Date of Birth: _____

Next-of-kin/Authorized Agent: _____ Relationship: _____

Address of Authorized Agent: _____

Social Security No: _____ Telephone No: _____

THE CREMATION PROCESS: Cremations performed by the Hollomon-Brown Funeral Home and/or Snellings Funeral Home and Lynnhaven Crematory, herein and hereafter referred to as The Company, are performed by placing an individual cremation container or prepared casket within the cremation chamber for the purpose of memorialization. The decedent is placed in the crematory chamber and through intense heat and flame (1400 to 1900 degrees Fahrenheit) the body and the container are reduced to basic components referred to as cremated remains. Upon completion of the calcine cycle, all substances are consumed or driven off, except bone fragments (calcium compounds), metal (including dental gold and silver), and other non-human material. Following a cooling period the remains (consisting of bone fragments, metal, etc.) are then raked from the chamber. The cremated remains will be separated from most metal (including dental gold and silver) and other non-human material to which may be affixed bone particles or other human residue. These materials will be disposed of in a non-recoverable manner unless otherwise specified. The cremated remains are then mechanically processed (pulverized). Once processed, the cremated remains are then encased in the specified urn or temporary container as selected or provided by the family. The Company makes every reasonable and prudent effort to remove and recover all of the cremated remains from the cremation chamber, processing equipment and other subsequent tools or containers. It is impossible to remove or recover all cremated remains and some bone particles and other residue will remain on or within the equipment. It is further impossible to guarantee or warrant that some bone particles or other residue could not possibly be commingled with those of previously cremated remains. In addition, while every effort will be made to avoid commingling, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremations is a possibility, and the Authorizing Agent understands and accepts this fact.

_____ I have read the above description of the cremation process and I have no further questions about my decision to proceed. *initial*

LEGALLY AUTHORIZED AGENT: The Authorized Agent warrants and represents to The Company that the relationship between the Authorized Agent and the Decedent is as follows: *initial appropriate category*

1. _____ Authorizing Agent is the surviving spouse of the Decedent.
2. _____ Authorizing Agent is/are the surviving children of the Decedent who are 18 years of age or older with there being no surviving spouse.
3. _____ Authorizing Agent is/are the surviving parent(s) of the Decedent with there being no surviving spouse or adult children.
4. _____ Authorizing Agent is/are the surviving brothers and sisters of the Decedent who are 18 years of age or older with there being no surviving spouse, adult children or parents.
5. _____ Authorizing Agent is acting as legal guardian for the Decedent's children who are under 18 years of age.
6. _____ Authorizing Agent is/are the surviving grandparents of the Decedent with there being no surviving spouse, children, parents, siblings or minor children.
7. _____ Authorizing Agent is/are the surviving next of kin of closest degree to the Decedent as _____ with there being no surviving spouse, children, parents, siblings, minor children or grandparents.
8. _____ Authorizing Agent is the attorney-in-fact or health care surrogate of the Decedent at the time of death and can serve as the legally authorized person since no family exists.
9. _____ There are no surviving persons as listed above and I am a friend or other person willing to assume the responsibility as the Authorizing Agent. **A separate Indemnification document must be executed and attached to this document.**
10. _____ In the absence of any of the above, by order of District Court.

The Authorizing Agent acknowledges that The Company is relying upon the accuracy and truthfulness of the representation of the Authorizing Agent made above. The Authorizing Agent agrees to indemnify and hold harmless The Company from any claims or causes of action arising or related in any respect to my designation above. _____ *initial*

REQUIREMENTS FOR CREMATION: Cremation will take place only after ALL the following conditions have been met:

1. All civil and medical authorities have issued all required authorizations and permits.
2. All necessary authorizations required by the family have been obtained, and no objections have been made.
3. Positive identification of the deceased by the Authorizing Agent or his Appointed Representative has been carried out.
4. Decedent has been placed in an appropriate casket or container as selected by the Authorizing Agent.
5. Any scheduled viewings and scheduled services with the Decedent present have been completed.

CASKETS AND CONTAINERS: The Lynnhaven Crematory **DOES NOT** Accept Metal Caskets For Cremation. The Lynnhaven Crematory requires either a casket or a covered alternative container for cremation.

A cremation/alternative container must meet all of the following standards in accordance with Virginia regulations:

1. Be resistant to leakage or spillage.
2. Be composed of readily combustible materials suitable for cremation.
3. Be able to be closed to provide the complete covering of the deceased.
4. Be rigid enough for handling with ease.
5. Be able to provide protection for the health and safety of Crematory personnel.

Many caskets that are comprised primarily of combustible material also contain some exterior parts, e.g. decorative handles or rails that are not combustible and may cause damage to the cremation equipment. The Company at its sole discretion reserves the right to remove these non-combustibles prior to cremation and to discard them with similar materials from other cremations and other refuse in a non-recoverable manner.

RENTAL CASKET DISCLOSURE: I/We have rented a casket from The Company for use during the period of funeral and/or viewing for the deceased, for the arrangements that I/We have made. **Embalming is required for use of rental casket.** I/We understand this rental casket has been used previously and will be reclaimed by The Company immediately prior to final disposition of the remains of the deceased. I/We hereby authorize The Company to use the rental casket insert that I/We have selected for the final disposition of the body. _____ *initial*

DISCLOSURES, WARRANTIES AND PERMISSIONS: *please read and initial each section*

1. _____ I/We **have read and understand** The Company's normal practices for cremation and/or disposition.
2. _____ I/We understand that if I/We wish to remove/retain any item from the remains (i.e. jewelry, clothing, dental gold, dental implants, orthopedic implants, medical devices, etc.), I/We must do so myself or by my Designated Representative prior to the cremation process.
 - A. Confirm by your initials if items are to be removed from the Decedent: _____ **NO** _____ **YES**.
 - B. I hereby designate _____ as my Designated Representative.
3. _____ All personal property and effects delivered with the remains of the Decedent to The Company, including jewelry, clothes, dental work, eyeglasses, will be destroyed in the cremation process or otherwise discarded by The Company, in its sole discretion, unless specific instructions are given by the Authorizing Agent in writing.
4. _____ I/We understand that in the event the cremated remains have not been picked up by me or by my designated representative within 30 days from the date of cremation, The Company will place the cremated remains in a temporary container and place the container in a mausoleum crypt at Colonial Grove Memorial Park, 3445 Princess Anne Rd., Virginia Beach, VA. If I/We wish to obtain the temporary container, I/We will be obligated to pay the current opening and closing cost of the crypt.
5. _____ I/We give full permission for the following:
 - A. The incidental or inadvertent commingling of the cremated remains.
 - B. The processing of the cremated remains and inadvertent commingling of the cremated remains.
 - C. The Company to separate and remove all non-combustible metal materials including but not limited to, hinges, latches, nails, screws, staples, metal prosthesis or implants to which any bone particles or other human residue may be affixed and forwarded to an approved recycling facility. These items shall be disposed of and/or recycled.
6. _____ With the increase of cremations and at times when the cremator equipment may be undergoing repairs, The Company at its discretion, will use the services of a 3rd party licensed crematory which meets the same standard of care that would have been provided by the Lynnhaven Crematory to perform cremation services. The Company does maintain a Due Diligence file on the 3rd party licensed crematory.

IMPLANTED DEVICES: Mechanical devices, implants, prosthesis and certain nuclear medicine residues in the Decedent may create a hazardous condition when subjected to intense heat. The Company may not cremate human remains, which contain certain implants if the Decedent was previously treated with Strontium 89. I/We authorize The Company to remove and dispose of any pacemaker or other explodeable implant. _____ *initial*

IDENTIFICATION OF THE DECEDENT: In accordance with the laws of Virginia, Section 54.1-2818.1 of the Code of Virginia, no decedent shall be cremated without permission of the medical examiner and visual identification of the deceased by the next-of-kin or his/her representative. When visual identification is not feasible, other positive identification of the deceased may be used as a prerequisite for cremation. *initial appropriate option(s)*

1. _____ I/We hereby appoint _____ as my Appointed Representative.
2. _____ I/We hereby agree to an in person, visual identification of the remains for the purpose of confirming the positive identification of the Decedent. An agreed upon time will be set between the hours of 9 a.m. to 5 p.m. in The Company facility for the visual identification.
3. _____ I/We hereby authorize The Company to photograph the remains for the purpose of identification. I/We further agree to examine the photograph(s) taken by The Company of the remains and/or distinguishing birthmark(s), scar(s) or tattoo(s) to confirm the positive identification of the Decedent. Photograph(s) will be maintained as a permanent part of the Decedent's file with The Company.
4. _____ I/We decline the in person, visual identification of the remains and/or the visual identification from a photograph(s) taken by The Company of the remains to confirm the identity of the Decedent. **I/We elect and will arrange for such positive identification by an independent licensed company to attest to the identity of the Decedent.** Such positive identification might include, but not limited to, fingerprints, dental records, DNA records, etc. **I/We understand that such procedures will delay the cremation.**
5. _____ I/We will accept the identification of the remains by the Virginia Office of the Chief Medical Examiner when the death falls under the jurisdiction of their office due to a violent death, decomposition, disfigurement or unrecognizable condition as positive identification of the Decedent. I/We acknowledge that once The Company takes possession of the remains, I/We will execute an Identification Of The Decedent For Cremation document (form number HB 210 or S 210 as appropriate) accepting the positive identification of the remains as that of the Decedent.

WITNESS TO THE CREMATION PROCESS: Witness of the beginning of the cremation process is an option available to each family The Company serves. *initial only one*

1. _____ Authorizing Agent elects to witness the initiation of the cremation process and grants The Company permission to proceed at their earliest convenience, upon receipt of all approvals.
 - A. _____ Authorizing Agent acknowledges that any changes with respect to this option must be presented in writing prior to the cremation process and may result in a delay in scheduling the cremation.
2. _____ Authorizing Agent elects **NOT** to witness the initiation of the cremation process and grants The Company permission to proceed at their earliest convenience, upon receipt of all approvals.

ORDER FOR DISPOSITON: *initial appropriate option(s)*

1. _____ Return cremated remains to family or designated representative. **ONLY** the person(s) name that appears below will be allowed to take possession of the cremated remains. Positive identification (government issued photo identification card) must be shown at the time of pick-up from The Company. **THERE ARE NO EXCEPTIONS.**
 - A. Cremated remains to be picked up by 1) _____ 2) _____
3) _____ 4) _____
2. _____ Inter said cremated remains in _____ cemetery.
3. _____ I appoint The Company as my agent to make shipment of said cremated remains via U.S. Postal Service certified mail or scheduled airfreight. I am aware that The Company's services have been fully completed when the cremated remains have left The Company's possession and I/We indemnify and hold harmless The Company from any and all claims arising from such mailing.
4. _____ I appoint The Company as my agent to deliver said cremated remains to _____.

AUTHORIZATION TO CREMATE: The undersigned hereby requests and authorizes The Company, in accordance with and subject to its rules, regulations, and all state and local laws to cremate the remains of _____ who died at _____ on the _____ day of _____ 20____. I/We certify and represent that I/We have the right to make such authorization and agree to indemnify and hold harmless The Company, its affiliates, officers, agents, employees, and assigns harmless from any and all loss, damages, claims, demands, liability or causes of action (including attorney fees and expenses of litigation) in connection with the cremation, processing and disposition of the cremated remains as authorized herein. I/We understand The Company will seek legal action towards the undersigned if there is any form of misrepresentation or fraud on My/Our part while acting as the Authorizing Agent(s).

Signature (Authorizing Agent) _____ Date _____

Print Name _____ Relationship to Deceased _____

Signature (Authorizing Agent) _____ Date _____

Print Name _____ Relationship to Deceased _____

ACKNOWLEDGEMENT OF FUNERAL DIRECTOR OR WITNESS: This Authority To Cremate And Order Of Disposition document must be signed before a witness when the funeral director is not present. In certain cases, a notary public may be required.

Signature of Funeral Director/Witness

Date

City/County of _____

State of _____

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Notary registration number: _____

My commission expires: _____