



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

This Document is not a Contract for Cremation Services – A separate document will be required to purchase the services of the funeral home and/or crematory

DECEDENT/AUTHORIZING AGENT INFORMATION

Name of Decedent: _____ Date of Death: _____

Social Security No: _____ Date of Birth: _____

Next-of-Kin/Authorizing Agent: _____ Relationship: _____

Address of Next-of-Kin/Authorizing Agent: _____

Social Security No: _____ Telephone No: _____

THE CREMATION PROCESS: Cremations performed by Hollomon-Brown Funeral Home, Snellings Funeral Home, Lynnhaven Crematory and Princess Anne Crematory, herein and hereafter referred to as The Company, are performed to prepare the remains of the Decedent for final disposition. It is carried out by placing the Decedent’s remains in the cremation casket or alternative container, which is then placed into the cremation chamber (retort) where they are subjected to intense heat and flame. All cremations are performed individually. During the cremation process, it may be necessary to open the cremation chamber and reposition the remains of the Decedent in order to facilitate a complete and thorough cremation. Through the use of suitable fuel, the incineration of the container and its contents is accomplished 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. 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. Although The Company will take reasonable efforts to remove all of the cremated remains from the cremation chamber, it is impossible to remove all of them, as some dust and other residue from the process will be left behind. In addition, while every effort will be made to avoid commingling, inadvertent and incidental commingling of minute particles of cremated remains from the residues of previous cremations 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 material (insofar as possible) such as dental bridgework and hinges, latches, and nails from the container will be separated and removed from the human bone fragments by visible or magnetic selection. The Company is authorized to dispose of these materials with similar materials from other cremations in a non-recoverable manner, so that only human bone fragments will remain.

When the cremated remains are removed from the cremation chamber, the skeletal remains often will contain recognizable bone fragments. Unless otherwise specified, after the bone fragments have been separated from the other material, they will be mechanically pulverized. The process of crushing or grinding may cause incidental commingling of the remains with the residue from the processing of previously cremated remains. These granulated particles of unidentifiable dimensions, which are virtually unrecognizable as human remains, will then be placed into a designated container.

I have read and understand the description of the cremation process and authorize the cremation, processing and pulverization of the remains of the Decedent. _____ *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 Next-of-Kin/Authorizing Agent have been obtained, and no objections have been made.
3. Decedent has been placed in an appropriate casket or container as selected by the Authorizing Agent.
4. Identification of the Decedent by the Next-of-Kin/Authorizing Agent or his Appointed Representative has been carried out.
5. Any scheduled viewings and scheduled services with the Decedent present have been completed.

CASKETS AND CONTAINERS: The Company requires either an appropriate casket or a covered alternative container for cremation. Casket or covered alternative container must be able to provide protection for the health and safety of funeral home and crematory personnel.

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

1. Be composed of readily combustible materials suitable for cremation;
2. Be able to be closed in order to provide complete covering for the human remains;
3. Be resistant to leakage or spillage; and
4. Be rigid enough for handling with ease.

Many caskets that are comprised primarily of combustible material also contain some non-combustible 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*

MEDICAL IMPLANTS AND RADIOACTIVE MATERIAL: Implantable cardiac pacemakers, defibrillators, and other mechanical devices powered by a battery and radioactive material may create a hazardous condition when subjected to intense heat.

The Company will not cremate any Decedent that contains an implanted cardiac pacemaker, defibrillator and/or other mechanical device powered by a battery. In the event the Decedent does contain such a device I/we authorize The Company to remove and dispose of or recycle any implanted cardiac pacemakers, defibrillators, or other mechanical devices powered by a battery.

Did the Decedent have an implanted cardiac pacemaker, defibrillator and/or other mechanical device powered by a battery?

_____ Yes _____ No *initial only one*

Radioactive material presents a potential risk to funeral home and crematory personnel. In some cases the cremation may not be permitted or may be delayed where recent radioactive material is present in the Decedent.

Was the Decedent treated with radioactive implants and/or medicine in the body within the last 12 months?

_____ Yes _____ No *initial only one*

If "Yes" please provide the name of the treating oncologist. _____

Failure of the Authorizing Agent to disclose the presence of any implanted cardiac pacemaker, defibrillator, and other mechanical devices powered by a battery and/or radioactive material shall make the Authorizing Agent responsible for any damage/injury caused to the crematory, funeral home and personnel by such implanted devices or radioactive material.

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 the visual identification of the deceased by the next-of-kin or his 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. Identification to be scheduled in our facility between the hours of 9 a.m. to 5 p.m.
3. _____ I/we hereby authorize The Company to photograph the remains of the Decedent for the purpose of identification. I/we further agree to examine the photograph(s) taken by The Company of the Decedent and/or distinguishing birthmarks(s), scar(s) or tattoo(s) to confirm the positive identification of the Decedent. Photograph(s) are the property of The Company and 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 Office of the Chief Medical Examiner and/or law-enforcement agency 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 and/or S-210) accepting the positive identification of the remains as that of the Decedent.

WITNESS TO THE CREMATION PROCESS: Witness of the start of the cremation process is an option available to each family The Company serves. *select item 1 or 2 and initial – initial items A and B if they apply*

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. _____ I/we hereby appoint _____ to witness the cremation process.
 - B. _____ 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 Authorizing Agent 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. _____ I/we intend to transport the cremated remains of the Decedent out of the State of Virginia and understand that an Out-Of-State Transit Permit must first be obtained, issued by the Virginia Department of Health, from the funeral home. Provide name of City and State of final destination: _____
3. _____ Inter said cremated remains in _____ cemetery.
4. _____ I appoint The Company as my agent to ship the cremated remains, enclosed in the urn, through the U.S. Postal Service, Priority Mail Express Service with a return receipt to the following recipient at the address listed (P.O. Box is not acceptable):

NAME	STREET ADDRESS
CITY, STATE, ZIP	PHONE
5. _____ I appoint The Company as my agent to deliver said cremated remains to _____

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

1. _____ I/we **have read and understand** The Company's normal practices for cremation and disposition.
2. _____ Due to the nature of the cremation process, any personal possessions or valuable materials, such as clothing, shoes, eyeglasses, dental gold and silver, or jewelry (as well as any body prostheses or dental bridgework) that are left with the remains and not removed from the remains or cremation container may be destroyed or if not destroyed, will be disposed of by The Company. The Authorizing Agent understands that arrangements must be made with The Company to remove any such possessions or valuables prior to the time that the remains of the Decedent are transported to the Crematory.
3. _____ I/we understand that if I/we wish to remove and retain any item from the remains, dental gold and silver, dental bridgework, body prostheses, etc., I/we must do so myself or by my Designated Representative prior to the time that the remains of the Decedent are transported to the Crematory.
 - A. Confirm by your initials if items are to be **REMOVED** from the Decedent: _____ **YES** _____ **NO**. *initial only one*
 - B. I hereby designate _____ as my Designated Representative.
4. _____ 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.
5. _____ I/we understand that it is the policy of The Company **NOT** to seal the urn(s), keepsake urn(s), keepsake jewelry, and temporary cremains holder(s) that I/we have selected from The Company or that may be provided by me/us.
6. _____ I/we understand that in the event the cremated remains **have not** been picked up by me or by my designated representative, The Company will dispose of said cremains in accordance with the laws of Virginia, Section 54.1-2808.1 and 54.1-2808.2. The costs and all reasonable expenses incurred in disposing of the cremains shall be borne by the Next-of-Kin or the Authorizing Agent.
7. _____ The Company, at its discretion, will use the services of a 3rd party licensed crematory if the retort equipment of The Company is undergoing repairs, or is unable to handle the size of the remains.

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

1. _____ Authorizing Agent is the surviving legal 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 legal spouse.
3. _____ Authorizing Agent is/are the surviving parent(s) of the Decedent with there being no surviving legal 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 legal 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 legal spouse, children, parents, siblings or minor children.
7. _____ Authorizing Agent is/are the surviving next of kin of closest blood relation to the Decedent as _____ with there being no surviving spouse, children, parents, siblings, minor children or grandparents.
8. _____ 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.**
9. _____ In the absence of any of the above, by Court Order, or by: _____

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 and all claims or causes of action arising or related in any respect to my designation above. _____ *initial*

Name of Deceased _____

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 in the City of _____, State _____ 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: _____