

SILVER LINING CREMATIONS

Cremation No. _____

Authorization for Cremation

Notice: This is a legal document. It contains important provisions concerning cremation. Cremation is irreversible and final. Read the document carefully before signing.

I/we, the undersign, certify, warrant, and represent that I/we have the full legal right and authority to authorize the cremation, processing, and disposition of the remains of:

(Name of Deceased (hereinafter referred to as "Deceased"))

(Address of Deceased (Street, City, State, Zip code))

I/we hereby request and authorize:

(Name of the Funeral Home)

(Hereinafter referred to as the "Funeral Home") to take possession of and make arrangements for the cremation of the remains of the deceased at **Silver Lining Cremations** located at 421 S. Andreasen Drive, Escondido, CA 92029 (hereinafter referred to as the "Crematory").

I/we authorize the Crematory to return the cremated remains of the deceased to the possession and custody of the Funeral Home. I/we understand that the services and obligations of the Crematory shall be fulfilled when the cremated remains of the deceased are returned to the possession and custody of the Funeral Home. I/we hereby authorize the Funeral Home to arrange for the disposition of the cremated remains of the deceased as follows:

Is special handling required? Yes No Description of urn or container selected: _____ Suitable for shipping: Yes No

Deliver to:

(Name and Address of the Cemetery)

Released to Family:

Scattering at Sea by Funeral Home: Yes No

(Name of Designated Family Member to Receive Cremated Remains)

Shipped via USPS priority mail to:

Relationship:

(First and Last Name)

(Street, City, State, Zip code)

The cremation, processing, and disposition of the remains of the deceased authorized herein shall be performed in accordance with all governing laws, the files, regulations, and policies of the Crematory and Funeral Home, and the following terms and conditions:

The remains of the deceased will not be accepted for cremation unless received by the Crematory in a combustible, leak-resistant, rigid cremation container. In the event that the remains of the deceased are received by the Crematory in a plastic casket or a container constructed of noncombustible materials, I/we authorize the remains of the deceased to be removed prior to cremation and placed in a combustible container.

The Crematory is authorized to remove and dispose of the handles, ornaments, and any other non-combustible items attached to the cremation container before cremation. In the event the remains of the deceased are received by the Crematory in a casket or other container constructed of metal, fiberglass, or other non-combustible materials, I/we authorize the Funeral Home or Crematory to make disposition of any such noncombustible casket in any lawful manner it deems appropriate.

Due to advances in medical technology, the remains of some decedents may contain medical devices containing radioactive material and/or ferrous and nonferrous materials. Examples of these are pacemakers, artificial joints, screws, plates, dental fillings, dental bridges, and other foreign materials.

These devices may not be consumed during the cremation process and pose a safety hazard to the operator. **The Crematory will not cremate any human remains which contain any type of implanted mechanical or radioactive device.** In the event that the remains of the deceased contain such a device, I/we hereby authorize the Funeral Home, and its agents and employees, to remove any such mechanical devices from the remains of the deceased before cremation, and dispose of such items at its discretion.

I/we hereby certify that the remains of the deceased ___DO___DO NOT contain any type of implanted mechanical or radioactive devices.

If no instruction for disposition is given, such items might be disposed of at the discretion of the Funeral Home. The Crematory after cremation may remove and dispose of such ferrous and nonferrous metal objects prior to final processing and the return of cremated remains to the authorizing authority.

The cremation container containing the remains of the deceased will be placed in the cremation chamber. It will be totally and irreversibly destroyed by prolonged exposure to intense heat and direct flame. The deceased will be cremated with any personal belongings that are received by the Crematory with the body of the deceased. The Crematory will not be responsible for the loss of belongings, prosthesis, and/or implanted devices that are not removed from the body prior to transport or that accompany the body during transport.

I/we understand that: Cremation means the reduction of the body of the Deceased person by incineration and necessary processing. The human body burns with the casket, container, or other material 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 removed to facilitate incineration. The chamber is composed of ceramic or other material which disintegrates slightly during each cremation, and the product of that disintegration is commingled with the cremated remains. Nearly all the contents of the cremation chamber, consisting of the cremated remains, disintegrated chamber material in small amounts of residue from previous cremations are removed together and

crushed, pulverized, or ground to facilitate inurnment or scattering. Some 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.

Following cremation, the cremated remains of the deceased, consisting primarily of bone fragments, will be mechanically processed to an unidentifiable consistency before placement in an urn or other container.

I/we agree to indemnify, release and hold the Crematory, Funeral Home, their affiliates, agents, and employees harmless from any and all loss, damages, liability, or causes of action (including attorney's fees and expenses of litigation) in connection with the cremation and disposition of the cremated remains for the deceased, as authorized herein, or my/our failure to correctly identify the remains of the deceased, disclose the presence of an implanted mechanical or radioactive device, or take possession of, or make permanent arrangements for, the disposition of such remains.

Except remove set forth in the authorization, no warranties, expressed or implied, are made by the Funeral Home, Crematory, or any of their respective affiliates, agents, or employees.

Unless an urn or container suitable for shipment is purchased, the Crematory will place the cremated remains of the deceased in a container that is not designed for any type of shipment.

In the event the urn or container is insufficient to accommodate all of the cremated remains of the deceased, any excess cremated remains will be placed in a secondary container and returned to the Funeral Home together with the primary urn or container.

Commission Standards Act, Health and Safety Code 7100 – terminology:

Casket/Alternative Container:

A Crematory, licensed by the Cemetery Board, cannot accept a body for cremation unless that body is human remains in a cremation container. A cremation container is a combustible, closed container, resistant to leakage of bodily fluids. Chlorinated plastic pouches can be used for disease control only when necessary. The cremation container shall be labeled with the identity of the decedent.

Refrigeration: A Crematory may not hold an embalmed body for more than 24 hours without refrigeration. Before cremation, the Crematory will store the Decedent's body at a temperature no greater than 50° F unless the cremation process will begin within 24 hours of the time the Decedent's remains were received by the Crematory. (Health & Safety Code §8346).

I/we understand and acknowledge, that even with the exercise of reasonable care and the use of the Crematory's best efforts, it is not possible to recover all particles of the cremated remains of the deceased and that some particles may inadvertently become comingled with particles of other cremated remains remaining in the cremation chamber and/or other devices utilized to process the cremated remains. I/we hereby authorize the Crematory to dispose of any such residual particles in any lawful matter it deems appropriate.

Unless I/we give specific written instructions in the authorization, the cremation, processing, and disposition of the remains of the deceased will not be performed in accordance with any particular religious or ethnic customs.

In the event that the cremated remains of the deceased remain unclaimed for a period of 30 days, the Funeral Home shall give notice to me/us by certified mail and the address indicated below. I/we agree that in the event the cremated remains of the deceased remain unclaimed for a period of 120 days after the date such notification is mailed, the Funeral Home is authorized and directed to dispose of the cremated remains of the deceased in any lawful manner it might deem appropriate.

Payment: Unless prior arrangements have been made, payment is due before the cremation is performed. Should legal action be required in connection with the collection of any amount due from the Authorizing Authority, the Authorizing Authority agrees to pay reasonable attorney fees, collection costs, and all court costs incurred with any such proceeding. The Authorizing Authority agrees to pay all collection, storage, and disposition costs associated with the Authorizing Authority's failure to claim remains within statutory limits or to make prompt payment.

This contract contains the entire agreement and understanding between parties, and merges, and supersedes all prior representations and discussions pertaining to the contract. Any changes, exceptions, or different terms and conditions proposed by Authorizing Authority are hereby rejected. This agreement shall be interpreted under the laws of the State of California. The venue of any action brought by either party to enforce any terms of this agreement shall be in San Diego County at the option of Silver Lining Cremations.

The following documents are incorporated in this contract by reference: Declaration of Disposition of Cremated Remains, and Statement of Funeral Goods and Services.

Acknowledgment: I/We warrant and represent that I/we have read and understood all of the terms and conditions set forth on page one and page two of this document.

Signature of the person (s) authorizing cremation in this position

I/we warrant that all representation and statements made herein are true and correct.

Signature:

Printed Name:

Date:

Phone:

Relationship:

Address:

**FOR MORE INFORMATION ON FUNERAL, CEMETERY, AND CREMATION MATTERS, CONTACT: THE DEPARTMENT OF CONSUMER AFFAIRS,
CEMETERY AND FUNERAL BUREAU,
1625 NORTH MARKET BLVD., SUITE -208, SACRAMENTO, CALIFORNIA 95834
PHONE: (916) 574-7870, GENERAL FAX: (916) 574-8620 OR www.cfb.ca.gov**