

**Crematory Alliance, LLC**  
**204 Dinn Dr., San Antonio, TX 78218**  
**AUTHORITY TO CREMATE AND ORDER FOR DISPOSITION**

I(We), the undersigned (the "Authorizing Agent(s)"), hereby request and authorize (Name of Funeral Home) \_\_\_\_\_ (hereinafter referred to as "Funeral Home") and Crematory Alliance, LLC (hereinafter referred to as the "Crematory") to take possession of and make arrangements for the cremation of and the final disposition of the Decedent named below (the "Decedent") in accordance with and subject to the provisions set forth on the front and reverse sides of this document, and in accordance with and subject to their rules and regulations, and any applicable state/provincial or local laws or regulations.

Name of Deceased: \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_  
Date of Death: \_\_\_\_\_ Time of Death: \_\_\_\_\_ Place of Death \_\_\_\_\_  
Funeral Director in Charge: \_\_\_\_\_  
Was the death caused by a contagious disease? Yes  No  If yes, please explain: \_\_\_\_\_

**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**

Mechanical, radioactive devices or implants in the Decedent may create a hazardous condition when placed in the cremation chamber. All pacemakers and radioactive implants must be removed prior to delivery of the Decedent to the Crematory.

Do the decedent's remains contain any such devices?  YES or  NO  
If yes, please list devices which should be removed prior to cremation:

I(We) understand that if the Funeral Home has not been notified about such devices or implants, and not instructed to remove them, that I(We) are responsible for any damages caused to the Crematory or crematory personnel by such implants or devices. 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)

**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: \_\_\_\_\_

**DECLARATION OF INTENT FOR THE DISPOSITION OF CREMATED REMAINS**

Initial \_\_\_\_ I(We) authorize the Crematory to return the cremated remains of the Decedent 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 Decedent 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 Decedent as stated below:

Initial \_\_\_\_ Deliver said cremated remains to: \_\_\_\_\_  
for the purpose of: \_\_\_\_\_

Initial \_\_\_\_ Place in storage. If unclaimed within \_\_\_\_\_ days, I(We) understand that the cremated remains will be disposed of pursuant to statutes, and the urn will be disposed of without further notice of authorization.  
(Urn required by Funeral Home for storage — YES  or NO  )

Initial \_\_\_\_ I(We) appoint the Funeral Home as my agent to make shipment of said remains via the U.S. Postage Mail (priority mail express, signature required), or scheduled air shipment. I am aware that the Funeral Home's services have been fully completed when the cremated remains leave the Funeral Home and that the Funeral Home is only acting as my agent for my accommodation only in carrying out these instructions. I understand that the Funeral Home assumes no responsibility after delivery to the Post Office, common carrier, or agent.  
(Urn required by Funeral Home for shipping — YES  or NO  ) Ship to: \_\_\_\_\_

Initial \_\_\_\_ Deliver to: (cemetery) \_\_\_\_\_ for the purpose of interment/entombment  
(I/We understand there may be a separate charge for this service at the cemetery):

\_\_\_ Placement of cremated remains in a community vault; I understand that cremated remains in a community vault or ossuary are commingled with other cremated remains and can never be recovered.

\_\_\_ Placement of cremated remains in a niche;

\_\_\_ Interment of cremated remains in ground cremation space.

Initial \_\_\_ Other: \_\_\_\_\_

**PRENEED 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**

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

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

**INDEMNITY**

We) declare under penalty of perjury that the foregoing certifications, representations, and statements are true and correct, and that this statement is being made to induce the above-named Funeral Home and Crematory to cremate (or cause to be cremated) the remains of the Decedent named above. I agree to hold harmless, indemnify and defend the above named Funeral Home and Crematory as well as their representatives, directors, officers, agents, employees and shareholders, from and against all claims, liabilities or damages whatsoever (including reasonable attorneys' fees) which may result from this authorization and order including the failure to properly identify the remains, failure to take possession or make proper arrangements for the final disposition of the cremated remains, the processing of the remains, shipping of remains, any explodable or harmful impact, infectious diseases, other persons claiming rights to control disposition of the remains, or any other cause. No warranties, express or implied, are made and damages shall be limited to the amount of the cremation fee paid.

**SIGNATURE OF AUTHORIZING AGENT(S)**

**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 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 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. Using 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, except for 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.

**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)