

LSC Doc-1.B

**Authorizations / Acknowledgements for Pre-cremation, Cremation, and Post-cremation Care  
aka Cremation Authorization**

Date \_\_\_\_\_

This Authorization Form must be completed and signed prior to the cremation. Please read it carefully and ask us any questions you may have. Cremation is an irreversible and final process. It is important that you understand the cremation process that is described in Section 8 of this Authorization Form prior to signing it. We want you to fully understand the information provided in this Authorization Form, so we will be pleased to answer any questions about the cremation process or the other information in this form.

**2018 Texas Health and Safety Code 711.002 – Disposition of Remains; Duty to Inter**

Unless a decedent has left directions in writing for the disposition of the decedent's remains as provided in Subsection (g), the following persons, in the priority listed, have the right to control the disposition, including cremation, of the decedent's remains, and in accordance with Subsection (a-1) are liable for the reasonable cost of interment:

- (1) the person designated in a written instrument signed by the decedent;
- (2) the decedent's surviving spouse;
- (3) any one of the decedent's surviving adult children;
- (4) either one of the decedent's surviving parents;
- (5) any one of the decedent's surviving adult siblings;
- (6) any one or more of the duly qualified executors or administrators of the decedent's estate; or
- (7) any adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent

(a-1) If the person with the right to control the disposition of the decedent's remains fails to make final arrangements or appoint another person to make final arrangements for the disposition before the earlier of the 6th day after the date the person received notice of the decedent's death or the 10th day after the date the decedent died, the person is presumed to be unable or unwilling to control the disposition, and:

- (1) the person's right to control the disposition is terminated; and
- (2) the right to control the disposition is passed to the following persons in the following priority:
  - (A) any other person in the same priority class under Subsection (a) as the person whose right was terminated; or
  - (B) a person in a different priority class, in the priority listed in Subsection (a).

***\*Should there be another equal priority rightful person(s) and that person(s) has not authorized cremation in writing, it is our policy to delay the cremation for eleven (11) days from the deceased's date of death (as Texas law is stated above)***

THIS AUTHORIZATION IS NOT A CONTRACT FOR CREMATION SERVICES. A SEPARATE CONTRACT OR CONTRACTS WILL BE REQUIRED TO PURCHASE THE SERVICES OF THE FUNERAL HOME AND/OR CREMATORY.

**(Please print all information)**

**1. IDENTIFICATION OF THE DECEDENT**

Name of Decedent \_\_\_\_\_ Date of Death \_\_\_\_\_ Time of Death \_\_\_\_\_

Place of Death \_\_\_\_\_ Sex: M \_\_\_\_\_ F \_\_\_\_\_ Age \_\_\_\_\_ Race \_\_\_\_\_

BECAUSE CREMATION IS IRREVERSIBLE, IDENTIFICATION OF THE DECEDENT IS REQUIRED BY ONE OF THE FOLLOWING METHODS:

\_\_\_\_\_  
(Initials)                      The Authorizing Agent has viewed the remains and positively identified them as the body of the Decedent.  
**OR**

\_\_\_\_\_  
(Initials)                      The personal representative of the Authorizing Agent has viewed the remains and positively identified them as the body of the Decedent.

**OR**

\_\_\_\_\_  
(Initials)                      The Authorizing Agent waives the right of identification and allows the funeral home to identify on their behalf, based on the following: photographs, unusual markings, tattoos, eye color, hair color, etc.

**2. FUNERAL HOME AND CREMATORY**

The Authorizing Agent authorizes the Funeral Home and Crematory set forth below to carry out the directions and instructions of the Authorizing Agent contained in this Authorization.

Name of Funeral Home \_\_\_\_\_ Address \_\_\_\_\_

Name of Funeral Director \_\_\_\_\_ Lic. # \_\_\_\_\_ Funeral Director's Signature \_\_\_\_\_

Crematory: Lake Shore Crematory      Address: 5201 Steinbeck Bend      Waco, Texas      76708

**3. IDENTIFICATION OF AUTHORIZING AGENT**

Name of Authorizing Agent \_\_\_\_\_ Address \_\_\_\_\_

Telephone No. (\_\_\_\_) \_\_\_\_\_ Relationship \_\_\_\_\_

**4. AUTHORITY OF AUTHORIZING AGENT**

As Authorizing Agent, I represent that I have the right to authorize the cremation of the Decedent's remains and I am initialing one of the following four statements accordingly:

\_\_\_\_\_  
(Initials) I certify that I do not have actual knowledge of any living person who has a superior right to act as the Authorizing Agent. **OR**

\_\_\_\_\_  
(Initials) There is another living person(s) listed below who has a superior or equal right to act as Authorizing Agent. That person(s) has provided me written permission to serve as Authorizing Agent. **OR**

\_\_\_\_\_  
(Initials) There is another living person(s) listed below who has a superior or equal right to act as Authorizing Agent. (refer to page 1 for law) **OR**

\_\_\_\_\_  
(Initials) There is another living person(s) listed below who has a superior or equal right to act as Authorizing Agent. That person(s) has confirmed to me that such person(s) refuses to make arrangements for the disposition and does not want any involvement with the disposition of Decedent's remains. (refer to page 1 for law)

Name(s) of Other Person \_\_\_\_\_

**5. PACEMAKERS, IMPLANTS, AND PROSTHESES**

Pacemakers, radioactive implants, other implanted battery-powered devices, or certain prostheses may create a hazardous condition when placed in the cremation chamber and subjected to heat. Silicone implants may also damage crematory equipment and adversely impact the recovery and processing of cremated remains. Examples of these devices include, but are not limited to the following:

- Pacemakers
- Implantable Cardioverter-Defibrillators (ICDs)
- Cardiac Resynchronization Therapy Devices (CRTDs)
- Implantable Drug Pumps
- Neurostimulators (including for pain and functional electrical stimulation)
- Bone Growth Stimulators
- Hydrocephalus Programmable Shunts
- Fixion Nails
- Dental Mercury Amalgam
- Silicone Implants
- Radioactive Seeds (Brachytherapy)
- Any other battery powered implant

Please initial one of the following statements:

\_\_\_\_\_  
(Initials) The remains of the decedent do not contain any of the devices described above. **OR**

\_\_\_\_\_  
(Initials) The remains contain a radioactive implanted device. **OR**

\_\_\_\_\_  
(Initials) As Authorizing Agent, I instruct the Funeral Home to remove each Device (except for a radioactive device) listed above and to charge for its services in making or arranging for such removal. Unless indicated directly below, the Funeral Home is to dispose of all such devices.

Description of Devices in Decedent \_\_\_\_\_

As Authorizing Agent, I have listed above all devices which may have been implanted in or attached to the decedent. If radioactive implants have been used in the procedure known as seed brachytherapy within one year of the time of death, I understand cremation may not be performed.

The devices listed above are to be removed and returned to the Authorizing Agent. Yes  No

**6. CASKET OR ALTERNATIVE CONTAINER**

The remains are to be cremated in a combustible casket or alternative container that is capable of being completely closed, is resistant to leakage or spillage, is sufficiently rigid to be handled easily, and provides protection for the health and safety of Crematory and Funeral Home personnel. The Crematory is authorized to inspect the casket or alternative container, including opening it if necessary. In the event that the casket or container does not meet the above requirements, the Crematory will notify the Authorizing Agent. Many caskets that are comprised primarily of combustible material also contain some exterior parts (decorative handles or rails) that are not combustible and that may cause damage to the cremation equipment. As Authorizing Agent, I authorize the Crematory, in its discretion, to remove and discard the non-combustible materials. I understand that some crematories will not accept metal or fiberglass caskets. I further understand that the casket or alternative container will be consumed as part of the cremation process.

Description of Casket or Alternative Container Selected to Encase the Decedent's Body \_\_\_\_\_

**7. THE CREMATION PROCESS**

The cremation of the Decedent's remains may take place before or after ceremonies to memorialize the Decedent. Cremation is performed to prepare the remains of the Decedent for final disposition. It is carried out by placing the Decedent's remains in the casket or alternative container, which is then placed into a cremation chamber or 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.

Due to the nature of the cremation process, any personal possessions or valuable materials, such as dental gold or jewelry (as well as any body prostheses or dental bridgework) that are left with the remains and not removed from the casket or container prior to cremation may be destroyed or if not destroyed, will be disposed of by the Crematory. The Authorizing Agent understands that arrangements must be made with the Funeral Home to remove any such possessions or valuables prior to the time that the remains of the Decedent are transported to the Crematory.

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 Crematory 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 implants and bridgework, as well as hinges, latches, and nails from the container will be separated and removed from the human bone fragments by visible or magnetic selection. The Crematory 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.

**8. AUTHORIZATION TO CREMATE, PROCESS AND PULVERIZE**

\_\_\_\_\_  
(Initials) As Authorizing Agent, I have read and understand the description of the cremation process contained in # 7 above and authorize the cremation, processing and pulverization of the remains of the Decedent. I further authorize the Funeral Home to deliver the Decedent's remains to the Crematory for the purpose of the cremation.

**9. WITNESSES (See LSC Doc-2.B)**

Witnessing a cremation can be an emotional experience. Witnesses are assuming the risks involved and fully release the Funeral Home and Crematory from any liability. To the extent permitted by the Crematory, the persons listed on the reverse side are authorized to be present at the cremation room prior to and during the cremation of the Decedent's remains and during the removal of the cremated remains from the cremation chamber. If you desire witnesses, you must initial below, listing witnesses, and also sign LSC Doc-2.B.

**The Funeral Home or Crematory may have an added fee for this upgraded service.**

\_\_\_\_\_  
(Initials) No witnesses.

OR

\_\_\_\_\_  
(Initials) \_\_\_\_\_  
(List of Witnesses)

**10. URN OR TEMPORARY CONTAINER**

After the cremated remains have been processed, they will be placed in the urn listed below or, if an urn is not provided to the Crematory, in a temporary container provided by the Crematory. The Authorizing Agent acknowledges that it is impossible to recover all of the dust and residue from the cremation and processing.

In the case of an adult, it is recommended that the urn or temporary container be a minimum size of 190-200 cubic inches. In the event the urn or temporary container is insufficient to accommodate all of the cremated remains, the excess will be placed by the Crematory in a secondary container. This secondary container will be kept with the urn or the temporary container and handled according to the final disposition instruction set forth in Section 11 below; provided, however, that the secondary container may not be designed for shipping. All urns or containers provided to the Funeral Home or Crematory must be appropriate for shipping. The Authorizing Agent directs the Crematory to use the specified urn or container listed below.

- Urn selected by Authorizing Agent. Description of urn \_\_\_\_\_
- Temporary container provided by Crematory \_\_\_\_\_. I acknowledge that I am aware that the type of temporary container that I will be receiving is a  
(Initials) cardboard box (not plastic) in which the cremated remains are placed in an extra-strength, gusseted, clear polybag and closed securely with a cable lock tie.

**11. FINAL DISPOSITION (See LSC Doc-2.A)**

Following the cremation, the Authorizing Agent directs the Crematory and/or Funeral Home to undertake the actions set forth on the reverse side to arrange the final disposition of the cremated remains of the Decedent. If the cremated remains are shipped at any time, the Authorizing Agent directs that the Crematory or Funeral Home utilize Priority Express Service with a return receipt through the U.S. Postal Service. **In selecting shipment by the U.S. Postal Service, the Authorizing Agent acknowledges and assumes the risk that the cremated remains may be lost or damaged during shipment and releases the Funeral Home and the Crematory from any liability.**

The Authorizing Agent assumes any and all responsibility for the disposition of the cremated remains. The Authorizing Agent understands that if no arrangements for the final disposition, release or shipment of the cremated remains are made in this Authorization, the Crematory and/or the Funeral Home shall hold the cremated remains for thirty (30) days after cremation. If during that 30 day period the cremated remains are not retrieved by the person designated above to receive them or by the Authorizing Agent, or if arrangements for their final disposition are not made, then the Crematory or Funeral Home may return the cremated remains to the Authorizing Agent at the address listed in Section #3. In the alternative, if no arrangements for the final disposition of the cremated remains have been made within 120 days after the cremation and if the Authorizing Agent has not taken delivery of or caused the delivery of the cremated remains, or in the event the arrangements of the final disposition have not been carried out within the 120 day period because of the inaction of a party other than the Crematory or Funeral Home, then the Crematory or Funeral Home may dispose of the cremated remains in any lawful manner permitted under state law for abandoned cremated remains. The Authorizing Agent shall be liable for the cost of such final disposition and shall reimburse the Crematory or Funeral Home immediately upon receipt of an invoice.

\_\_\_\_\_  
(Initials) The Crematory shall deliver the cremated remains of the Decedent to the Funeral Home.

\_\_\_\_\_  
(Initials) The Funeral Home or, in the event the cremated remains are not returned to the Funeral Home, the Crematory shall deliver the cremated remains of the Decedent for disposition as follows:

- Deliver all of the cremated remains to \_\_\_\_\_ cemetery which with arrangements have already been made.
- Deliver or release all of the cremated remains to:  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Address \_\_\_\_\_
- The cremated remains are to be divided into \_\_\_\_\_ number of shares which shall be placed into the urns or other containers selected by the Authorizing Agent. (Also complete LSC Doc-2A) Deliver or release one share to each of the following individuals:  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_
- Mail the cremated remains using Priority Express Service through the U.S. Postal Service to:  
Name \_\_\_\_\_  
Physical Address \_\_\_\_\_
- Follow specific written instructions attached hereto.
- Other \_\_\_\_\_

**12. PERSONAL PROPERTY**

All personal property and effects delivered with the remains of the Decedent to the Crematory, including jewelry, clothes, hair pieces, dental implants and bridgework, eyeglasses, shoes, and other personal items will be destroyed in the cremation process or otherwise discarded by the Crematory, in its sole discretion, unless specific instructions for delivery to Authorizing Agent are given below.

Items to be delivered to Authorizing Agent:

\_\_\_\_\_

**13. VISITATION AND FUNERAL CEREMONIES**

Prior to the cremation of the Decedent's remains, the Authorizing Agent or the Decedent's family has arranged for a visitation and/or funeral ceremony with the decedent's remains present as set forth below:

Date(s) \_\_\_\_\_ Time(s) \_\_\_\_\_ Place of Ceremonies \_\_\_\_\_

**14. TIME OF CREMATION**

Please initial one of the following:

\_\_\_\_\_ The Crematory may perform the cremation of the Decedent's remains at a time and date as its case load permits without  
(Initials) any further notification to the Authorizing Agent.

**OR**

\_\_\_\_\_ The Crematory may schedule an expedited cremation in accordance with the schedule set forth below. (Note: See Funeral  
(Initials) Home director to collect the proper surcharge for this added service and to verify with crematory's schedule for this request.)

Date \_\_\_\_\_ Time \_\_\_\_\_

**15. CERTIFICATION AND INDEMNIFICATION**

The Authorizing Agent acknowledges and attests that the Funeral Home and Crematory are relying upon the representations being made by the Authorizing Agent in this Cremation Authorization Form. The Authorizing Agent certifies that all of the information and statements contained in the Authorization are accurate and no omissions of any material fact have been made. The Authorizing Agent agrees to indemnify and hold harmless the Funeral Home and the Crematory, their officers, directors, employees and agents from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, including, but not limited to, any legal fees arising out of or resulting from the Funeral Home's and the Crematory's reliance on or performance consistent with the directions, statements, representatives and agreements contained in the Authorization.

Date \_\_\_\_\_, \_\_\_\_\_

Signature of Person(s) Authorizing Cremation and Disposition:

Printed Name

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

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

Witness \_\_\_\_\_

*FOR FUNERAL HOME USE ONLY*

<b><u>RECEIPT OF CREMATED REMAINS TO FAMILY</u></b>	
Name of Deceased	_____
Date Cremated Remains Received	_____
Signature of Person Receiving Cremated Remains:	_____
Relationship	_____