



Cremation No. \_\_\_\_\_ Cremation Date \_\_\_\_\_

**AUTHORIZATION FOR CREMATION AND DISPOSITION**

I/We, the undersigned, the Authorizing Agent(s), hereby request and authorize Hooper & Weaver Mortuary, Inc. (hereinafter referred to as "Funeral Home") to take possession of and make arrangements for the cremation of the decedent named below (the "Decedent") in accordance with and subject to the provisions set forth in this document, at Hooper & Weaver Mortuary, Inc. (hereinafter referred to as the "Crematory") and in accordance with and subject to their rules and regulations, and subject to any applicable state or local laws or regulations.

**IDENTIFICATION OF DECEDENT**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_  
Date of Death: \_\_\_\_\_ Place of Death: \_\_\_\_\_

**AUTHORITY OF AUTHORIZING AGENT**

*Health and Safety Code 7100 -The right to control the disposition of the remains of a deceased person, unless other directions have been given by the decedent, vests in, and the duty of interment and the liability for reasonable cost of interment of such remains devolves upon the "next of kin". ALL NEXT OF KIN OF EQUAL STATUS ARE REQUIRED TO GIVE CONSENT BEFORE CREMATION PROCESS IS PERFORMED.*

Authorizing Agent represents that the following person is named the agent of a Durable Power of Attorney for Healthcare:

\_\_\_\_\_

Authorizing Agent hereby represents that the Decedent left the following survivors at law:

Spouse: \_\_\_\_\_ No. of Children: \_\_\_\_\_ Father: \_\_\_\_\_ Mother: \_\_\_\_\_ No. of Siblings: \_\_\_\_\_

If the Decedent is not survived by spouse, children, parents or siblings, the person(s) in the next degree of kinship to the Decedent is/are: \_\_\_\_\_

*If any other living person who has the right to control the final disposition has not been notified, Authorizing Agent represents that reasonable efforts have been made to give such person notice and that Authorizing Agent has no reason to believe that such person would object to the cremation of the Decedent.*

**REQUIRED CONTAINERS BY CALIFORNIA STATE LAW**

Cremation Container/Casket: \_\_\_\_\_

Urn(s)/Temporary Container(s): \_\_\_\_\_

**CREMATION PROCESS**

"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 moved 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 of the contents of the cremation chamber, consisting of the cremated remains, disintegrated chamber material, and 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." (Section 7054.7 of the California Health and Safety Code).

**DISCLOSURES**

1. I/We acknowledge that neither the Funeral Home nor the Crematory is responsible for removing any item of value from the remains prior to the cremation process and hold harmless Funeral Home and Crematory from any liability for the destruction or loss of any such item.
2. I/We understand that certain foreign objects, including but not limited to, body prostheses, dentures and/or dental work, jewelry and other personal articles accompanying the remains, may be destroyed during the cremation process. I/We authorize that if any such objects are recovered from the cremation chamber they may be separated from the cremated remains and disposed of by the Crematory in a lawful manner.
3. I/We authorize the Crematory to remove all noncombustible material from the cremation chamber including but not limited to, hinges, latches, nails, etc. and dispose of in a lawful manner.
4. Following cremation, the cremated remains, consisting primarily of bone fragments, will be mechanically pulverized to an unidentifiable consistency prior to placement in urn/container.
5. In the event the urn or container is insufficient to accommodate all of the cremated remains, any excess cremated remains will be placed in a secondary container and returned to the family at no additional cost, together with the primary urn/durable container.

Name: \_\_\_\_\_ Cremation No. \_\_\_\_\_

**DISPOSITION**

The Authorizing Agent hereby instructs the Funeral Home to release the cremated remains for the following disposition:

Mail cremated remains Via U.S. Postal Express Mail to: \_\_\_\_\_

I understand that a fee in the amount of \$95.00 will be charged for such delivery and agree that Hooper & Weaver Mortuary, Inc. shall not be liable if the cremated remains and/or urn are lost or damaged.

The Authorizing Agent understands that if no arrangements for final disposition, release or transfer of the cremated remains are specified in this contract, or if the arrangements are not carried out within 90 days of the Decedent's date of death, Funeral Home is authorized to arrange for final disposition at a licensed cemetery as required by law. Such final disposition may be accomplished by burial in a common and/or unmarked grave, possibly making the cremated remains non-recoverable.

Also, cremains will have a holding fee of \$150.00 if held longer than 30 days.

**PACEMAKER/RADIOACTIVE IMPLANT(S)** \_\_\_\_\_ (H&W TO INITIAL)

Mechanical or radioactive devices implanted in the remains of the Deceased may create a hazard when placed in the cremation chamber. The Crematory will not cremate any human remains which contain any type of implanted mechanical or radioactive device.

\_\_\_\_\_ No \_\_\_\_\_ Yes, as stated here: \_\_\_\_\_ and further authorize the Funeral Home/Crematory to remove the implant(s) from the remains of the Deceased prior to cremation and dispose of in a lawful manner.

**INDEMNITY**

I/We declare under penalty of perjury that the forgoing 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 cremate) the remains of the decedent named above. I agree to hold harmless, indemnify and defend the Funeral Home and Crematory as well as their representatives, directors, officers, agents, employees, shareholders from and against all claims, liabilities or damages whatsoever (including reasonable attorney's fees) which may result from this authorization

**SIGNATURE OF AUTHORIZING AGENT(S)**

(1) \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Date: \_\_\_\_\_

(2) \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Date: \_\_\_\_\_

**Additional Signatures**

(3) \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

(4) \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**HOOPER & WEAVER MORTUARY, INC. REPRESENTATIVE**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SPECIAL NOTES/REQUESTS FOR CREMATORY OPERATOR:**

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

**RELEASE OF CREMATED REMAINS**

I hereby acknowledge receipt of the above-mentioned cremated remains.

Signature \_\_\_\_\_ Relationship \_\_\_\_\_  
Date Picked Up: \_\_\_\_\_ Date Interred: \_\_\_\_\_ Date Shipped: \_\_\_\_\_

Hooper and Weaver Mortuary, Inc.  
459 Hollow Way, Nevada City, CA 95959 (530) 265-2429 (530) 265-5270 FAX  
FD-411 CR-142  
Revised May 2019