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Mailing:
P.O. Box 762 • Corona, CA 92878
951.734.4440 • CR 324

Miller's

ALTERNATIVE CARE

No. _____

Date _____

AUTHORIZATION FOR CREMATION AND DISPOSITION

Miller's Alternative Care requires that this Authorization Form be completed and signed prior to the cremation. **CREMATION IS AN IRREVERSIBLE AND FINAL PROCESS.** It is important that you understand the cremation process that is described in Section 5.B. 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 other questions that you may have.

THE 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.

lbs.

1. DECEASED INFORMATION

A. IDENTIFICATION

Name of Decedent: _____ Date of Death: _____ Time: _____

Address of Decedent _____

Place of Death: _____ Sex: M _____ F _____ Age: _____ DOB: _____ SS: _____

- _____
(Initials) The Authorizing Agent has viewed the remains and positively identified them as that of the Decedent; **OR**
- _____
(Initials) The personal representative of the Authorizing Agent has viewed the remains and positively identified them as that of the Decedent; **OR**
- _____
(Initials) The Authorizing Agent has authorized the Funeral Home to photograph the remains and the Authorizing Agent has positively identified and signed the photograph as that of the Decedent; **OR**
- _____
(Initials) The Authorizing Agent has provided positive photo identification of the Decedent, to allow Funeral Home or Crematory to identify.

B. ARTIFICIAL DEVICES

Mechanical devices, artificial implants, pacemakers, and certain nuclear medicine residues may create a hazardous condition when placed in a cremation chamber and subjected to high heat. Please list any Artificial Devices implanted in or attached to Deceased or identify if the Deceased was treated with any Radioactive Materials. Description of Devices: _____

(Initials) The remains of the Decedent do not contain any of the Devices described in Section 1.B. on the reverse side; **OR**

(Initials) As Authorizing Agent, I/we instruct the Funeral Home to remove each 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; in any manner it sees fit and at any time. Manner of disposal of devices: _____

C. PERSONAL PROPERTY

All personal property and effects delivered with the remains of the Decedent to the Crematory, including jewelry, clothes, hair pieces, dental bridgework, eyeglasses, and shoes, will be destroyed in the cremation process or otherwise discarded by the Crematory, in its sole discretion, unless specific instructions for delivery are given below. If no specific instructions are given, I/we release the Funeral Home and Crematory from liability for these items.

Items to be delivered to Authorizing Agent or Designee: _____

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 Crematory: **Miller's Alternative Care** Address: **1102 E. 6th St., Corona, CA 92879**

3. CREMATION CONTAINER AND URN

A. CREMATION CONTAINER

The Crematory requires the remains of the Deceased to be in a suitable container for cremation. The Crematory may require a combustible cremation container, described in Section 3.A. on the reverse side. If the Crematory accepts a non-combustible container, the Crematory is authorized to dispose of the container in any way it sees fit.

Type of Container Selected: _____ lbs.

B. URN

An urn to hold the cremated remains may be purchased or provided by the Authorizing Agent but an urn is not required. If an urn is not purchased or provided, the cremated remains will be delivered in a rigid temporary container, described in Section 3.B. on the reverse side.

Urn purchased by Authorizing Agent. Description of urn: _____ lbs.

Urn provided by Authorizing Agent. Description of urn: _____

Standard temporary container provided by Crematory.

1.B. PACEMAKERS, IMPLANTS, AND PROSTHESES

Pacemakers, radioactive, silicon or other implants, mechanical devices or prostheses may create a hazardous condition when placed in the cremation chamber and subjected to heat. As Authorizing Agent I have listed in Section 1.B. on the reverse side, all devices (including mechanical prosthetic implants or materials), which may have been implanted in or attached to the Decedent. The mortuary's method of disposition is recycling. All proceeds from recycling are donated to a charity of the mortuary's choice.

3.A. 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.

3.B. URN OR TEMPORARY CONTAINER

After the cremated remains have been processed, they will be placed in the urn listed on reverse side 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. However, 100% of the cremated remains recovered from the cremation chamber and processing equipment shall be prepared for disposition in the manner directed per the written instructions of the Authorizing Agent.

In the case of an adult, it is recommended that the urn or temporary container be a minimum size of 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 6, 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 in Section 3.B. on the reverse side.

4.A. MULTIPLE CREMATION

Under STATE law, the remains of more than one decedent may not be simultaneously cremated in the same cremation chamber unless there is a specific request by the Authorizing Agent instructing to the contrary for extenuating circumstances such as but not limited to: the simultaneous death of a parent and child; the decedents to be cremated were related, living in a common law marital relationship or cohabitating. Unless authorized on the reverse side, the Decedent's remains shall be individually cremated. The crematory shall reserve the right to agree or decline a special request by an Authorizing Agent. If you desire a multiple cremation, initial Section 4.A. on the following page.

- (a) Except with the express written permission of the person entitled to control the disposition of the remains, no person shall:
- (1) Cremate the remains of more than one person at the same time in the same cremation chamber, or introduce the remains of a second person into a cremation chamber until incineration of any preceding remains has been terminated and reasonable efforts have been employed to remove all fragments of the preceding remains. The fact that there is residue in the cremation chamber or other equipment or any container used in a prior cremation is not a violation of this section.
 - (2) Dispose of or scatter cremated remains in a manner or in a location that the remains are commingled with those of another person. This paragraph shall not apply to the scattering of cremated remains at sea from individual containers or to the disposal in a dedicated cemetery of accumulated residue removed from a cremation chamber or other cremation equipment.
 - (3) Place cremated or uncremated remains of more than one person in the same container or the same interment space. This paragraph shall not apply to the following:
 - (A) Interment of members of the same family in a common container designed for the cremated remains of more than one person.
 - (B) Interment in a space or container that has been previously designated at the time of sale as being intended for the interment of remains of more than one person.
 - (C) Disposal in a dedicated cemetery of residue removed from a cremation chamber or other cremation equipment.
- (b) Written acknowledgement from the person entitled to control the disposition of the cremated remains shall be obtained by the person with whom arrangements are made for disposition of the remains on a form that includes, but is not limited to, the following information: "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 interment 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." The acknowledgment shall be filed and retained, for at least five years, by the person who disposes of or interments the remains.
- (c) Any person, including any corporation or partnership, knowingly violating any provision of this section is guilty of a misdemeanor.

4.B. WITNESSING

The Authorizing Agent, being advised of their right to witness the placement of the deceased into the cremation chamber, shall accept or decline this offer in writing. 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 prior to and during the cremation of the Decedent's remains and during the removal of the cremated remains from the cremation chamber. Witnessing of any aspect of the cremation and processing procedure shall be in compliance with all applicable law and any safety regulations. If you desire witnesses, you must initial Section 4.B. on the following page, list the witness names, and all witnesses must sign an additional Cremation Witness Acknowledgment.

No. _____

Date _____

4. MULTIPLE CREMATIONS, WITNESS, SERVICE, AND TIME

A. MULTIPLE CREMATIONS

As Authorizing Agent, I authorize the simultaneous cremation of the remains of the Decedent with the decedent named below. I certify that this multiple cremation meets the legal requirements set forth on the prior page in Section 4.A.
Name of Other Decedent: _____

(initials)

B. WITNESSING

Some crematories may allow witnessing of the initial cremation process. As authorizing agent I allow:

(initials)

No witnesses; **OR**

Witness Cremation Schedules Date: _____ Time: _____ AM/PM

(initials)

(List of Witnesses) (Witnesses may be asked to sign individual Cremation Witness Acknowledgement) WITNESS

C. SERVICES

Prior to the cremation of the Decedent's remains, a visitation and/or funeral ceremony was arranged as set forth below:

Date(s): _____ Time(s) _____ Place of Ceremonies: _____

D. TIME

The cremation of the Decedent's remains cannot take place until all legal requirements including a waiting period have been fulfilled. If the remains are not embalmed and if the cremation is not to occur immediately upon delivery of the remains to the Crematory, the Crematory will place the remains in a refrigerated facility for which there may be a daily charge as stated in the General Price List.

Decedent's remains: are to be embalmed. are not to be embalmed.

Please initial one of the following:

(initials)

The Crematory may perform the cremation of the Decedent's remains at a time and date as its work schedule permits and without any further notification to the Authorizing Agent.

OR

(initials)

The Crematory is to use its best efforts to schedule the cremation in accordance with the schedule set forth below. There may be additional charges that apply for special scheduling of cremation.

Remains needed by Date: _____ Time: _____

5. AUTHORIZATION

A. AGENT

As Authorizing Agent, I/we represent that I/we have the right to authorize the cremation of the Decedent's remains and warrant:

(initials)

As Authorizing Agent, I/we have filled in Section 5.A. I/We understand that any living person who meets the qualifications of any level above or equal to the one I/we filled in would have a **superior or equal** right to act as the Authorizing Agent. I/We do not have actual knowledge of the existence of any living person who has a **superior or equal** right to act as the Authorizing Agent.

Name of Authorizing Agent	Address	Telephone	Relationship*

*See notes to 5. A. on reverse side.

B. CREMATION PROCESS

As Authorizing Agent, I/we have read and understand the description of the cremation process contained in Section 5.B. on the following page and authorize the cremation, processing and pulverization of the remains of the Decedent. I/We further authorize the Funeral Home to deliver the Decedent's remains to the Crematory for the purpose of the cremation.

(initials)

5.A. IDENTIFICATION OF AUTHORIZING AGENT

- (a) The right to control the disposition of the remains of a deceased person, the location and conditions of interment and arrangements for funeral goods and services to be provided, unless other directions have been given by the decedent pursuant to Section 7100.1, vests in, and the duty of disposition and the liability for the reasonable cost of disposition of the remains devolves upon, the following in the order named:
- (1) An agent under a power of attorney for health care who has the right and duty of disposition under Division 4.7 (commencing with Section 4600) of the Probate Code, except that the agent is liable for the costs of disposition only in either of the following cases:
 - (A) Where the agent makes a specific agreement to pay the costs of disposition.
 - (B) Where, in the absence of a specific agreement, the agent makes decisions concerning disposition that incur costs, in which case the agent is liable only for the reasonable costs incurred as a result of the agent's decisions, to the extent that the decedent's estate or other appropriate fund is insufficient.
 - (2) The competent surviving spouse.
 - (3) The sole surviving competent adult child of the decedent, or if there is more than one competent adult child of the decedent, the majority of the surviving competent adult children. However, less than the majority of the surviving competent adult children shall be vested with the rights and duties of this section if they have used reasonable efforts to notify all other surviving competent adult children of their instructions and are not aware of any opposition to those instructions by the majority of all surviving competent adult children.
 - (4) The surviving competent parent or parents of the decedent. If one of the surviving competent parents is absent, the remaining competent parent shall be vested with the rights and duties of this section after reasonable efforts have been unsuccessful in locating the absent surviving competent parent.
 - (5) The sole surviving competent adult sibling of the decedent, or if there is more than one surviving competent adult sibling of the decedent, the majority of the surviving competent adult siblings. However, less than the majority of the surviving competent adult siblings shall be vested with the rights and duties of this section if they have used reasonable efforts to notify all other surviving competent adult siblings of their instructions and are not aware of any opposition to those instructions by the majority of all surviving competent adult siblings.
 - (6) The surviving competent adult person or persons respectively in the next degrees of kinship, or if there is more than one surviving competent adult person of the same degree of kinship, the majority of those persons. Less than the majority of surviving competent adult persons of the same degree of kinship shall be vested with the rights and duties of this section if those persons have used reasonable efforts to notify all other surviving competent adult persons of the same degree of kinship of their instructions and are not aware of any opposition to those instructions by the majority of all surviving competent adult persons of the same degree of kinship.
 - (7) The public administrator when the deceased has sufficient assets.
- (b)
 - (1) If any person to whom the right of control has been vested pursuant to subdivision (a) has been charged with first or second degree murder or voluntary manslaughter in connection with the decedent's death and those charges are known to the funeral director or cemetery authority, the right of control is relinquished and passed on to the next of kin in accordance with subdivision (a).
 - (2) If the charges against the person are dropped, or if the person is acquitted of the charges, the right of control is returned to the person.
 - (3) Notwithstanding this subdivision, no person who has been charged with first or second degree murder or voluntary manslaughter in connection with the decedent's death to whom the right of control has not been returned pursuant to paragraph (2) shall have any right to control disposition pursuant to subdivision (a) which shall be applied, to the extent the funeral director or cemetery authority know about the charges, as if that person did not exist.
- (c) A funeral director or cemetery authority shall have complete authority to control the disposition of the remains, and to proceed under this chapter to recover usual and customary charges for the disposition, when both of the following apply:
- (1) Either of the following applies:
 - (A) The funeral director or cemetery authority has knowledge that none of the persons described in paragraphs (1) to (6), inclusive, of subdivision (a) exists.
 - (B) None of the persons described in paragraphs (1) to (6), inclusive, of subdivision (a) can be found after reasonable inquiry, or contacted by reasonable means.
 - (2) The public administrator fails to assume responsibility for disposition of the remains within seven days after having been given written notice of the facts. Written notice may be delivered by hand, U.S. mail, facsimile transmission, or telegraph.
- (d) The liability for the reasonable cost of final disposition devolves jointly and severally upon all kin of the decedent in the same degree of kinship and upon the estate of the decedent. However, if a person accepts the gift of an entire body under subdivision (a) of Section 7155.5, that person, subject to the terms of the gift, shall be liable for the reasonable cost of final disposition of the decedent.
- (e) This section shall be administered and construed to the end that the expressed instructions of the decedent or the person entitled to control the disposition shall be faithfully and promptly performed.
- (f) A funeral director or cemetery authority shall not be liable to any person or persons for carrying out the instructions of the decedent or the person entitled to control the disposition.
- (g) For purposes of this section, "adult" means an individual who has attained 18 years of age, "child" means a natural or adopted child of the decedent, and "competent" means an individual who has not been declared incompetent by a court of law or who has been declared competent by a court of law following a declaration of incompetence.

A crematory shall maintain an identification system allowing identification of each decedent beginning from the time the crematory accepts delivery of human remains until the point at which it releases the cremated remains to a third party. After cremation, an identifying disk, tab, or other permanent label shall be placed within the urn or cremated remains container before the cremated remains are released from the crematory. Each identification disk, tab, or label shall have a unique number that shall be recorded on all paperwork regarding the decedent's case and in the crematory log. Each crematory shall maintain a written procedure for identification of remains. On or after March 1, 1999, any crematory that fails, when requested by an official of the board to produce a written procedure for identification of remains, shall have 15 working days from the time of the request to produce an identification procedure for review by the Executive Officer of the Cemetery Board. The license of the crematory shall be suspended pursuant to Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code, if no identification procedure is produced for review after 15 working days have elapsed.

No. _____

Date _____

6. FINAL DISPOSITION

Cremated remains shall only be released, delivered, mailed or disposed of by the Crematory, or Funeral Home in a dignified manner, in accordance with the law, and with the express written consent of the Authorizing Agent.

(Initials) _____ will deliver or mail (register-return receipt) the cremated remains to the name and address listed below for:
personal disposition, inurnment, interment, or scattering.

(Initials) _____ The cremated remains will be held by Miller's Alternative Care for pick-up, and Miller's Alternative Care is authorized to release the cremated remains to name and address listed below:

Name (Designee): _____ Relationship: _____

Address: _____

(Initials) _____ Other Method Disposition (Describe): _____

7. CERTIFICATION AND INDEMNIFICATION

I/We have the right and hereby authorize the cremation of the Deceased and the disposition of the cremated remains pursuant to the regulations of the Crematory and the instructions on this form. I/We agree to release and indemnify the Funeral Home and the Crematory, their officers, directors, agents and employees, from any claim, liability, cost or expense resulting from the Funeral Home's and the Crematory's reliance on or performance consistent with the directions, declarations, representations, authorizations and agreements herein. I/We release the Funeral Home and Crematory from liability for the cremated remains upon delivery to a reputable common carrier. I/We agree that the Funeral Home's and Crematory's liability for future negligent acts (of itself or its agents or employees) is limited to a refund of the cremation fees paid to the Funeral Home and/or Crematory by me/us. I/We warrant that all representations and statements contained in this form are true and correct. These statements are being relied upon by the Funeral Home and Crematory. I/We have read and understood all pages of this document.

This authorization for cremation and disposition was executed at _____, this _____ day of _____, 20_____.

Signature of Authorizing Agent*

Signature of Authorizing Agent*

Signature of Authorizing Agent*

Signature of Authorizing Agent*

Signature of Authorizing Agent*

Signature of Authorizing Agent*

Witness** _____

*Photo identification shall accompany each signature.

**If a Funeral Director witnesses the execution of this Authorization by the Authorizing Agent, the Funeral Director verifies the accuracy of the identity of the Decedent and the representation that a Burial Permit or Burial Transit Permit authorizing the cremation of the Decedent's remains has been obtained.

8. CERTIFICATE BY FUNERAL HOME UPON TRANSFER OF DECEDENT'S REMAINS TO CREMATORY

The Funeral Home certifies that the remains being transferred to the custody of the Crematory are those of the Decedent identified in Section 1 hereof and that the Funeral Home, based upon the representations of the Authorizing Agent in Section 5 hereof, has taken reasonable precautions to ensure the removal of any Device listed in Section 1.B. from the Decedent's remains or to render such Device non-hazardous. The Funeral Home also certifies that any items listed in Section 1.C. hereof have been removed from the remains of the Decedent for the purpose of delivery to the Authorizing Agent.

FUNERAL HOME

Date: _____

By: _____

9. RECEIPT OF CREMATED REMAINS

DO NOT SIGN UNTIL CREMATED REMAINS ARE RELEASED

Name of Funeral Home or Crematory: _____

Printed name(s) of person(s) receiving cremated remains: _____

Name of Deceased: _____ Date of receipt: _____, 20_____

Description of urn: _____ Time of receipt: _____ am/pm

I/We acknowledge receipt of the cremated remains of Deceased and assume responsibility for the disposition of the cremated remains.

Signature(s): _____

Printed name of Funeral Home Representative: _____ Signature: _____

