

Authorization for Cremation and Disposition

Cremation or disposition shall take place when a written authority signed by the authorized representative(s) of the deceased along with a completed application and permit for disposition of human remains have been given to the Crematory. The undersigned, gives this explicit authorization to: Wheeler-Smith Crematory ("Crematory") 2890 S. Iiguera, San Luis Obispo, 805 543-7647 or another crematory to be selected at the time of death, if death has occurred outside San Luis Obispo or Santa Barbara counties, to cremate and process in a manner suitable for urning and/or disposition of the remains of:

Decedent's Full Legal Name _____

In accordance with and subject to California Crematory regulations and the appropriate sections of the California Health and Safety Codes or applicable codes of other jurisdictions when death occurs outside California.

I/We represent and warrant to you that I/We am/are the person(s) having the right to control disposition under Section 7100 of California H&S codes, because I am: *(please initial one)*

- _____ Self
- _____ Surviving Spouse
- _____ Surviving Child/Children of the Deceased
- _____ Other/Stated Relationship _____

I/We hereby authorize the disposition of the cremated remains as follows: *(please initial one)*

- _____ Burial at Sea by the Mortuary *(as per H & S Code 7117 c)*
- _____ Garden Scattering
- _____ Release to the Family for disposition
- _____ Shipping of Cremated Remains via US Postal Registered, Return Receipt Mail within the US
(Funeral Home and Crematory are not responsible for any loss or damage by the Postal System)
- _____ Interment in _____

I/We expressly give permission for:

1. The cremation to take place including incidental or inadvertent co-mingling of the remains with residue of prior cremations *(H&S Code 7054.7 (b))*.
2. The processing of the cremated remains so that they are suitable for disposition within a cremated remains container or urn *(H&S Code 7054.1)*

I/We hereby understand and acknowledge that:

1. I/We are responsible for the removal of any jewelry or mementos from the deceased prior to cremation.
2. Any jewelry, eyeglasses, mementos, dentures, gold fillings, or any other valuables of the deceased may not be recoverable. Any materials which are recovered shall be returned to the cremated remains container. *(H&S Code 7051)*
3. The Crematory shall accept for cremation only those human remains which are in a cremation container, as defined by law which is labeled with the identity of the decedent *(H&S Code 8345.5)*
4. The Crematory shall accept for cremation only those containers which meet the definition of a cremation container as defined in H&S Code 7006.5.
5. In the event that there are more cremated remains than the container or urn will hold, I/We direct the Crematory to place the balance of the cremated remains in a secondary container which is to be attached to the primary container in accordance with H&S Code 8345.
6. The Crematory shall store the body of the deceased at a temperature no greater than 50 degree F, unless the cremation process will begin within 24 hours from the time that the human remains were received by the Crematory *(H&S Code 8346)*.
7. The Crematory shall not cremate any human remains which contain any type of implanted pacemaker, mechanical, radioactive or silicon device. In the event the remains contain such a device, I/We authorize the Crematory, its agents and employees to remove any such devices from the remains of the deceased prior to the cremation and dispose of such items in any lawful manner it deems appropriate.

Description of implanted device(s) _____ **Disposition** _____

I/We further acknowledge that: "The human body burns with the cremation 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 that product is co-mingled 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 and/or scattering. Some residue remains in the cracks and uneven place of the chamber. Periodically, the accumulation of this residue is removed and interred in dedicated cemetery property or scattered at sea." *(H&S Code 7054.7)*

I/We warrant that all statements and representations are true and correct and that I/We have read and understand the provisions contained in this document. This is your authority to make dispositions of the remains as above indicated and I/We assume full responsibility for their identity whether or not I/We viewed the remains. In the event such cremated remains have been unclaimed by me or my designated agent within 90 days of the date of death, Wheeler-Smith Mortuary is authorized and directed to dispose in any lawful manner it may deem appropriate. I/We hereby agree to indemnify, release and hold Wheeler-Smith Mortuary, the Crematory, their affiliates, agents, employees, and assigns 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 of the deceased.

Print YOUR Full Legal Name _____ Date _____
Signature _____ Relationship _____
Address _____ Telephone () _____
City _____ State _____ ZIP _____

I acknowledge receipt of said cremated remains for the purpose set forth above.

Signature _____ Date _____