

## AUTHORIZATION FOR CREMATION (FL)

**THIS IS A LEGAL DOCUMENT. IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION.  
CREMATION IS IRREVERSIBLE AND FINAL. READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

<b>Funeral Home</b>	Name International Cremation Services, Inc.	Address 4957 Marine Parkway, New Port Richey, FL 34652			
<b>Crematory</b>	Name	Address			
<b>Decedent</b>	First Name		Middle Name		Last Name
	Gender	Race	Height	Weight	
	Eye Color	Hair Color	Visible Markings (scars, tattoos, etc.)		
	Date of Birth	Date of Death	Time of Death	Age	

**THE AUTHORIZING AGENT IDENTIFIED BELOW AUTHORIZES THE FUNERAL HOME AND CREMATORY IDENTIFIED ABOVE TO CARRY OUT THE DIRECTIONS AND INSTRUCTIONS CONTAINED IN THIS AUTHORIZATION.**

### IDENTIFICATION OF THE DECEDENT IS REQUIRED BY ONE OF THE FOLLOWING METHODS

- \_\_\_\_\_ I have viewed and positively identified the remains as the Decedent identified above.  
Initial
- \_\_\_\_\_ I have authorized the Funeral Home to photograph or create an image of the Decedent identified above and the I have positively identified the photograph or image as that of the Decedent and have signed such photograph or image.  
Initial
- \_\_\_\_\_ I have identified the Decedent's remains by identifying Visible Markings as identified above.  
Initial
- \_\_\_\_\_ The Decedent's remains were identified by the Coroner.  
Initial

### PACEMAKERS, IMPLANTS, AND RADIOACTIVE TREATMENTS

**Implants:** Pacemakers, defibrillators, other implanted battery-powered devices 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. I have listed herein all devices which may have been implanted in or attached to the Decedent. Examples of implanted medical devices include, but are not limited to, the following:

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

**Radioactive Treatments:** Remains that contain radioactive seeds used in brachytherapy or that have been treated with nuclear medicine may only be safely cremated if sufficient time has elapsed from the time of the latest treatment. Below are a list of treatments and the minimum waiting period between the date of treatment and the date of cremation. Initial where provided below only if the waiting period for the treatment has expired:

TREATMENT	MINIMUM WAITING PERIOD SINCE TREATMENT
Yttrium-90 Injections	6 weeks
Iodine-131 Injections	2 months
Palladium-103 Brachytherapy	3 months

TREATMENT	MINIMUM WAITING PERIOD SINCE TREATMENT
Phosphorous-32 Injections	5 months
Strontium-89 Injections	1 year
Iodine-125 Brachytherapy	2 years

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. I have listed all the devices (including mechanical, prosthetic, implants, or materials) which may have been implanted in or attached to the Decedent, as well as all the radioactive treatments which the Decedent may have received.

Description of Devices

**Pacemaker**

\_\_\_\_\_ I instruct the Funeral Home or Crematory to remove each Device (except for a radioactive device) listed above  
Initial or 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.

\_\_\_\_\_ The Devices listed are to be removed and returned to the Legally Authorized Person.  
Initial

\_\_\_\_\_ The remains of the Decedent do not contain any of the Devices described herein above.  
Initial

\_\_\_\_\_ The Decedent has not received radioactive treatments within the minimum waiting periods described herein  
Initial above.

**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. If the casket or container does not meet the above requirements, the Crematory will notify the me. 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. I authorize the crematory, in its discretion, to remove or 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.

Casket or Alternative Container Selected: \_\_\_\_\_

**MULTIPLE CREMATIONS**

The remains of more than one decedent may not be simultaneously cremated in the same cremation chamber unless the decedents to be cremated were related or were, any time during the one-year proceeding their deaths, living in a common law marital relationship or cohabiting. Unless authorized below, the Decedent's remains shall be individually cremated.

\_\_\_\_\_ I authorize the simultaneous cremation of the remains of the Decedent with the decedent named below. I  
Initial certify that this multiple cremation meets the requirements set forth above.

Name(s) of other Decedent(s) \_\_\_\_\_

**WITNESSES**

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 below 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 to witness, you must initial below.

\_\_\_\_\_ No witnesses to be allowed.  
Initial

\_\_\_\_\_ I authorize the following individuals to witness the cremation of the Decedent as explained above.  
Initial

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

## 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 unless noted otherwise in Multiple Cremations above. 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. Using 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 type of 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. I understand 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 removed from the cremation chamber. Although the Crematory will take reasonable efforts to remove all the cremated remains from the cremation chamber, it is impossible to remove all and 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, I understand and accept this fact.

After the cremated remains are removed from the cremation chamber, all non-combustible material (insofar as possible) such as dental bridgework and 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.

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### AUTHORIZATION TO CREMATE & PROCESS REMAINS

I have read and understand the description of The Cremation Process 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.

\_\_\_\_\_  
Initial

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### PERSONAL PROPERTY

All personal property and effects delivered with the remains of the Decedent to the Crematory including, but not limited to, body prostheses, dentures, dental bridgework, dental fillings, jewelry, and other personal articles may be destroyed during the cremation process. I understand and authorize that if any items, other than the cremated remains of the Deceased, are recovered from the cremation chamber they become the property of the Funeral Home or Crematory, may be separated from the cremated remains of the Deceased and disposed of by the Funeral Home or Crematory by sale or transfer to a recycling facility, in its sole discretion, unless specific instructions for delivery are given to me below.

Items to be delivered to me:

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### FINGERPRINTS AND PHOTOGRAPHS

The Funeral Home or Crematory may obtain fingerprints from the Decedent prior to cremating by ink or biometric methods. These fingerprints will be maintained in the internal records of the Funeral Home or Crematory.

\_\_\_\_\_  
Initial

The Funeral Home or Crematory may take photographs of the Decedent for the purpose of documenting the condition of the remains prior to or during embalming and/or cremation. These photographs will be maintained in the internal records of the Funeral Home or Crematory.

\_\_\_\_\_  
Initial

### VISITATION AND FUNERAL CEREMONIES

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

Date	Time	Place of Ceremonies

### TIME OF CREMATION

The cremation will occur within 10 days of the date of death, unless the cremation facility, having made good faith efforts in that period to obtain the following required authorizations, is unable by the end of that time to obtain same:

- 1) Medical examiner approval for the cremation; or
- 2) Signature of a physician on the death certificate as to cause of death; or
- 3) Signature of the Legally Authorized Person of the Decedent

If the cremation is delayed due to any delay in receiving the above identified required authorizations, the cremation will occur within 48 hours after the receipt of the aforesaid required authorizations. However, if necessary crematory equipment is unavailable, the 48-hour period shall begin upon such equipment becoming available.

### ARBITRATION

Any and all disputes among the parties to this Authorization or the Authorization for Disposition of Cremated Remains arising out of or in connection with the negotiation, execution, interpretation, performance or nonperformance of either Authorization and the transactions contemplated herein shall be solely and finally settled by binding arbitration, which shall be conducted in Wheeling, West Virginia, or such other location to which the parties mutually agree, by a single arbitrator selected by the parties. The arbitrator shall be a lawyer familiar with business transactions of the type contemplated in this Authorization and shall not have been employed or affiliated with any of the parties hereto. The arbitrator shall conduct the proceedings pursuant to the Rules of the American Arbitration Association. If the parties fail to agree on the arbitrator within thirty (30) days following the date one of them invokes this arbitration provision, either party may apply to the American Arbitration Association to make the appointment. The arbitrator shall decide the issues submitted in accordance with (i) the provisions and commercial purposes of this Authorization, and (ii) what is just and equitable under the circumstances, provided that all substantive questions of law shall be determined under the laws of the State of Florida. The parties hereby renounce all recourse to litigation and agree that the award of the arbitrator shall be final and subject to no judicial review, thereby waiving each party's right to a trial by jury. Each party agrees that arbitration is an adequate and accessible substitute to litigation and that any additional expense of arbitration, if any, is offset by the reduced operating costs and savings passed on to the Purchaser(s) in the form of lower prices. Each party to the arbitration shall bear the costs and expenses of the arbitration equally and will be responsible for their own attorney's fees unless the arbitrator makes a finding otherwise. Any arbitration under this Authorization shall be conducted pursuant to the Federal Arbitration Act (FAA). Judgment on the award of the arbitrator, including injunctive relief, may be entered in any court having jurisdiction over the party against which enforcement of the award is being sought and the parties hereby irrevocably consent to the jurisdiction of any such court for the purpose of enforcing any such award.

### CERTIFICATION AND INDEMNIFICATION

I acknowledge that the Funeral Home and Crematory are relying upon the representations being made by me in this authorization. I certify that all the information and statements contained in the Authorization are accurate and no omissions of any material fact have been made. I agree 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 Crematory's reliance on or performance consistent with the directions, statements, representatives and agreements contained in this Authorization.

### IDENTIFICATION OF LEGALLY AUTHORIZED PERSON

First Name	Middle Name	Last Name
Address		
City, State Zip Code		
Phone Number	Email Address	
Relationship to Decedent		

**AUTHORITY OF LEGALLY AUTHORIZED PERSON**

**‘Legally authorized person’** means, in the priority listed: (a) The decedent, when written inter vivos authorizations and directions are provided by the decedent; (b) The person designated by the decedent as authorized to direct disposition pursuant to Pub. L. No. 109-163, s. 564, as listed on the decedent’s United States Department of Defense Record of Emergency Data, DD Form 93, or its successor form, if the decedent died while serving military service as described in 10 U.S.C. s. 1481(a) (1) -(8) in any branch of the United States Armed Forces, United States Reserve Forces, or National Guard; (c) The surviving spouse, unless the spouse has been arrested for committing against the deceased an act of domestic violence as defined in s. 741.28 that resulted in or contributed to the death of the deceased; (d) A son or daughter who is 18 years of age or older; (e) A parent; (f) A brother or sister who is 18 years of age or older; (g) A grandchild who is 18 years of age or older; (h) A grandparent; or (i) Any person in the next degree of kinship. In addition, the term may include, if no family member exists or is available, the guardian of the dead person at the time of death; the personal representative of the deceased; the attorney in fact of the dead person at the time of death; the health surrogate of the dead person at the time of death; a public health officer; the medical examiner, county commission, or administrator acting under part II of chapter 406 or other public administrator; a representative of a nursing home or other health care institution in charge of final disposition; or a friend or other person not listed in this subsection who is willing to assume the responsibility as the legally authorized person. Where there is a person in any priority class listed in this subsection, the funeral establishment shall rely upon the authorization of any one legally authorized person of that class if that person represents that she or he is not aware of any objection to the cremation of the deceased’s human remains by others in the same class of the person making the representation or of any person in a higher priority class.

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**SIGNATURES**

As the Legally Authorized Person, I warrant that all representations and statements made herein are true and correct, and that I have read and understand the provisions contained in this document.

**THIS AUTHORIZATION CONTAINS A BINDING ARBITRATION CLAUSE, WHICH MAY BE ENFORCED BY ANY PARTY.**

Executed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature of Legally Authorized Person

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Funeral Director

\_\_\_\_\_  
Date Signed