

# Authority to Cremate



Cremation # \_\_\_\_\_

Subject to the rules and regulations of Green Valley Crematory, you are hereby authorized and directed to cremate or cause to be cremated the remains of \_\_\_\_\_, deceased.

### The Cremation Process

Cremation is performed by placing the casket or other container with the deceased in a cremation chamber where the temperature is raised to about 1100 degrees Celsius. 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 remain in the cremation chamber. During the cremation, the contents of the chamber may be moved to facilitate incineration. The chamber is composed of materials which disintegrate 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 to facilitate interment. 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. The acknowledgment shall be filed and retained, for at least five years, by the person who disposes of or interrs the remains. I specifically give express permission for: 1)The cremation to take place including incidental or advertent commingling of the remains with residue of prior cremations (Section 7054.7(a)(1) California Health and Safety Code), 2)The processing of the remains including crushing and incidental commingling of remains with residue from processing of other remains (Section 7054.1 California Health & Safety Code), 3)In the event the cremated remains do not all fit in the container selected, I direct Green Valley Crematory to return the balance of the cremated remains to me. I authorize Green Valley Crematory to: make a reasonable effort to recover all metal removed from the furnace with the remains; to discard metal used in the construction of the casket, prosthesis, and other metal; and to place in the urn any metal belonging to the deceased including any jewelry or tooth fillings. I do not hold Green Valley Crematory responsible beyond a reasonable effort. I understand that, if it is the intention to save any items, it is my responsibility to remove them before cremation. I declare under penalty of perjury that the foregoing is true and correct and that I make this statement to induce Green Valley Crematory to cremate or cause to be cremated the remains of the decedent. This is your authority to make disposition of the remains as above indicated and I assume full responsibility for their identity whether or not I have viewed the remains. I hereby warrant that said remains contain no explodable implant and that it is safe to cremate. I hereby agree to protect and indemnify Green Valley Crematory and Foothill Cremation & Burial Service or its assigns, against any claims or damages which may result on account of this authorization or my failure to properly identify the remains or pick up said cremated remains, including legal fees, and expenses of litigation.

### Disposition of Cremated Remains.

I understand that the legal disposition of cremated remains is as follows: interment, inurnment, or scattering in a licensed cemetery; storage at private residence; scattering by licensed cremated remains disposer; or private scattering in accordance with California Assembly Bill 1705 which allows the scattering of cremated remains where there is no local prohibition against it, as long as written permission from the property owner is obtained or on inland navigable waters of the state, except for lakes and streams, as long as the scattering is done more than 500 yards from the shoreline and is not done from bridges or piers, or at sea (three miles off the coastline). A person having the right to control disposition of cremated remains may remove the remains in a durable container from the place of cremation or interment, pursuant to Section 7054.6 of the Health and Safety Code. If the cremated remains container cannot accommodate all cremated remains of the deceased, the crematory shall provide a larger cremated remains container at no additional cost, or place the excess in a second container that cannot easily come apart from the first, pursuant to Section 8345 of the Health and Safety Code.

### Health and Safety Code Section 7100: Custody and Duty of Interment.

"The right to control the disposition of the remains of a deceased person, unless other directions have been given by the decedent, vest in, and the duty of interment and the liability for the reasonable cost of interment of such devolves upon ... "next of kin."

I certify that I am the \_\_\_\_\_ (relationship) and next of kin pursuant to Section 7100, Health and Safety Code, State of California, or am a relative acting as agent for the next of kin, and it is my legal right to control the disposition of the remains of the decedent.

### Authorization to Proceed with Cremation Process.

I authorize Green Valley Crematory to cremate said remains at any time on or after: \_\_\_\_/\_\_\_\_/20\_\_\_\_ at \_\_\_\_\_AM/PM. Revocation or changes to date and time of cremation must be submitted in writing no later than 24 hours prior to previously authorized date and time. Unless otherwise noted, all items accompanying remains shall be cremated.

### Authorization to Ship Cremated Remains/Abandonment of Cremated Remains.

I authorize the shipment of the cremated remains to the informant address listed on the disposition permit in the event said remains are not retrieved from Foothill Cremation & Burial Service within seven days of notification of availability. I understand shipment of cremated remains is by U.S.P.S. Registered, Ret. Receipt Requested Mail. I further authorize Green Valley Crematory to inter in Green Valley Cemetery, Rescue, CA said cremated remains 21 days after cremation if remains are undeliverable by U.S. mail. Additional fees for will be charged for the recovery of such remains.

Executed at \_\_\_\_\_, California, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
Signature(s) of relative(s) or legal representative(s) with authority to sign.

\_\_\_\_\_  
Please type or print correct spelling of above signature(s)

FOR MORE INFORMATION ON CREMATION MATTERS, CONTACT:

Dept. of Consumer Affairs Cemetery & Funeral Bureau, 1625 North Market Blvd., Suite S-208, Sacto., CA 95834 / (916)574-7870