

AUTHORIZATION FOR CREMATION AND DISPOSITION

Notice: This is a legal document. It contains important provisions concerning cremation. Cremation is an irreversible and final process. Read this entire document carefully before signing.

I/We hereby authorize and direct _____, "FUNERAL HOME" hereafter, and

(Name of Funeral Home)

Springer & Son Aloha Crematory (4150 SW 185th Avenue, Aloha, OR 97007) "CREMATORY" hereafter, subject to its terms and conditions (see below), to cremate the remains of:

(Name of Deceased)

(Sex)

(Age)

(State ID Disk Number)

My relationship to the above named Deceased is that of _____

(Relationship to Deceased of person giving such authorization)

Upon my oath, and under penalty of perjury, I hereby swear and affirm that there is no other person having a prior right to give this authorization per Oregon Revised Statutes 97.130 (see below), and to control the remains of the above named Deceased except _____ who has given me written or telegraphic instructions to sign this authorization on their behalf.

(Name and relationship of other person)

Said instructions are herewith filed with the CREMATORY. By signing this authorization I further agree to release and hold the FUNERAL HOME and CREMATORY or contracted crematory, its affiliates and their agents, employees and assigns, harmless from any and all loss, damages, liability or causes of action (including attorneys fees and expenses of litigation) in connection with the cremation authorization and disposition of the ashes as authorized herein or the failure to identify properly the remains of the Deceased or take possession of or make permanent arrangements for the disposition of such ashes of the Deceased.

OREGON REVISED STATUTE 97.130 Right to control disposition of remains; delegation. (1) Any individual of sound mind who is 18 years of age or older, by completion of a written signed instrument or by preparing or prearranging with any funeral service practitioner licensed under ORS chapter 692, may direct any lawful manner of disposition of the individual's remains. Except as provided under subsection (6) of this section, disposition directions or disposition prearrangements that are prepaid or that are filed with a funeral service practitioner licensed under ORS chapter 692 shall not be subject to cancellation or substantial revision.

(2) A person within the first applicable listed class among the following listed classes that is available at the time of death or, in the absence of actual notice of a contrary direction by the decedent as described under subsection (1) of this section or actual notice of opposition by completion of a written instrument by a member of the same class or member of a prior class, may direct any lawful manner of disposition of a decedent's remains by completion of a written instrument:

- a) Spouse of the Decedent
- b) A son or daughter of the Decedent 18 years of age or older
- c) Either parent of the Decedent
- d) A brother or sister of the Decedent 18 years of age or older
- e) A guardian of the Decedent at the time of death
- f) A person in the next degree of kindred of the Decedent
- g) The personal representative of the estate of the Decedent
- h) The person nominated as the personal representative of the Decedent in the Decedent's last will
- i) A public health officer

(3) The Decedent or any person authorized subsection (2) of this section to direct the manner of disposition of the Decedent's remains, may delegate such authority to any person 18 years of age or older, such delegation shall be made by completion of the written instrument described in subsection (7) of this section. The person to whom the authority is delegated shall have the same authority under number (2) of this section as the person delegating the authority

DISPOSITION OF THE ASHES

Urn Selection: _____

Authorized agents/designee will pick up

Deliver to:

*Ship certified mail to:

Name of person/place or cemetery _____ Telephone Number (_____) _____

Street Address _____ City, State, Zip _____

* In the event of shipment by the U.S. Postal Service or other designated common carrier, I release the FUNERAL HOME and CREMATORY or its agents from any and all responsibility for any loss by such carrier.

DISCLOSURES, TERMS AND CONDITIONS

1. Yes No Does the Deceased have a heart pacemaker or any other type of implanted mechanical or radioactive devices? Such devices may create a hazard when cremated. The CREMATORY will not cremate any Deceased, which contains any type of devices. In the event the deceased contains such devices, I/we hereby authorized the FUNERAL HOME and/or CREMATORY to remove any such devices from the Deceased prior to cremation, and dispose of such devices at its discretion.
2. For sanitation purposes, it is the policy of CREMATORY, that the Deceased be placed in a rigid container. (A cardboard alternative container will meet this requirement).
3. Personal items on the Deceased that are to be returned to the family prior to cremation: _____ All items including, but not limited to, body prosthesis (hip joints, surgical pins, etc.) bridgework, dentures, gold inlays and fillings and jewelry or similar items, cremated with the deceased will lose their identity. Any such items remaining with the ashes will be separated from the ashes and disposed of by the CREMATORY.
4. If the ashes are left in the possession of the FUNERAL HOME or CREMATORY and not picked up within 180 days after the date of cremation, the FUNERAL HOME or CREMATORY will make a reasonable effort to notify the family or authorized agent personally or by certified mail. The notice will state that the ashes will be disposed of within 30 days of the date of the notice. If there is no response from the family or authorized agent, the FUNERAL HOME or CREMATORY may dispose of the ashes as is legally practical.
5. In the event the urn or container is insufficient to accommodate all of the ashes of the Deceased, any excess ashes will be placed in a secondary container and returned together with the primary urn or container.
6. The obligation of the FUNERAL HOME and CREMATORY is limited to the cremation of the Deceased and the disposition of the ashes as directed herein. No warranties, expressed or implied are made and any damage shall be limited to a refund of the fee paid hereunder.

By executing this form, the undersigned warrant(s) that all representations and statements contained in this form are true and correct, that these statements are being relied on by the FUNERAL HOME and CREMATORY and that the undersigned has/have read and understood the provisions of this form.

Signature _____ Date _____ Phone _____

Print Name _____ Relationship _____

Signature _____ Date _____ Phone _____

Print Name _____ Relationship _____

Funeral Director _____ Time of Signature _____