



# Memorial Mortuary and Cremation

Phone (713) 388-6372  
5525 Pine st  
Houston, TX 77081

Name of Decedent \_\_\_\_\_ Place of Death \_\_\_\_\_

Date of Death \_\_\_\_\_ Time of Death \_\_\_\_\_ : \_\_\_\_\_ AM PM Sex \_\_\_\_\_ Age \_\_\_\_\_

Funeral Establishment Memorial Mortuary and Cremation Phone (713) 388-6372

Address 5525 Pine st City HOUSTON State TEXAS Zip 77081

### BEFORE CREMATION TAKES PLACE

- o All necessary authorizations have been obtained, and no objections have been raised.
- o Civil and medical authorizations must have issued all required permits.
- o A Cremation Permit (Burial Transit Permit marked "cremation") from the Bureau of Vital Statistics MUST accompany this form.
- o The 48 hour mandatory state waiting period must have expired, or have been waived in writing by the legal authority having jurisdiction.
- o Any scheduled viewings or ceremonies with the body present must have been completed.
- o I (We) hereby declare that to my/our knowledge the human remains of the Decedent do not contain a pacemaker or any other material or implant that may potentially be hazardous or cause damage to the cremation chamber or the person performing the cremation. **All personal possessions or valuable materials, such as jewelry, dental gold, etc, if so desired, should be removed by Authorizing Agent(s) or Funeral Establishment prior to delivery to the Crematory.** As the cremation container WILL NOT normally BE OPENED by Memorial (to remove valuables, to allow for a final viewing or for any other reason), arrangements must be made to remove such possessions or valuable prior to the delivery to the crematory, if not removed from the container prior to delivery, said items will be destroyed during the cremation process and disposed of, unless specifically listed and instructed otherwise on reverse side of this form.
- o The crematory shall be Notified Prior to Arrival, of anyone wishing to witness the container being placed in the cremation chamber. Any such witnessing shall require a written waiver or hold-harmless agreement signed by the witness and the Authorizing Agent(s). Memorial reserves the right to charge an additional fee to accommodate such special requests.

### CREMATION CONTAINER

Remains must be placed in a container for cremation. Such containers must meet the following standards: 1) be composed of Combustible Materials; 2) provide complete covering of the body; 3) be Resistant to Spillage or Leakage; 4) be Rigid for Handling with ease; 5) be able to Provide Protection for the Health and Safety of the crematory personnel. Steel caskets are inappropriate for the cremation equipment, and WILL NOT be accepted. Any decorative handles, rails, or latches that are noncombustible and could cause damage to the cremation equipment may be removed and disposed of by the crematory in a non-recoverable manner.

### THE CREMATION: PROCESSING OF THE REMAINS

- o All cremations are performed individually unless authorized in writing by the authorizing agent of each deceased person.
- o Cremation begins by placement of the cremation container in the cremation chamber where it is subject to intense heat and flame. During the cremation process it may be necessary to open the cremation chamber and reposition the remains in order to facilitate a complete and thorough cremation.
- o Through the use of suitable fuel, incineration of the container and contents is accomplished and all substances are consumed and driven off, except bone fragments - (calcium compounds) and metal (including dental gold and silver and other nonhuman material) as the temperature is not sufficient to consume them. The time for cremation to be completed varies with the size and weight of each human remains, but generally requires 1.5 to 3 hours.
- o Following a cooling period, the cremated remains are swept or raked from the cremation chamber. Every effort is made to remove all of the cremated human remains from the chamber. However, a small residue, or dust, may remain in the cremation chamber, resulting in incidental or inadvertent commingling of minute particles of cremated remains with other previous cremations.
- o After the cremated remains are removed from the chamber, all noncombustible materials (not previously removed) insofar as possible, will be Separated and Removed from the bone fragments by visible or magnetic selection and will be disposed of by the crematory in a non-recoverable manner.
- o Because the skeletal remains often contain recognizable bone fragments, they are mechanically processed (pulverized) or reduced in size to uniform particles. This process of crushing or grinding may cause incidental commingling of the remains with the residue from the processing of previously cremated remains. The processed cremated remains, depending on the bone structure of the decedent will weigh between 4 to 8 pounds, and are usually white in color, but can be other colors due to temperature variations and other factors. These granulated particles of unidentifiable dimensions will be virtually unrecognizable as human remains.
- o If an urn or other container is not provided to the crematory, or is insufficient in size to accommodate all the remains, the crematory will place the remains, or any excess, in a temporary receptacle (container) made of plastic or cardboard. Any receptacle containing excess cremated remains will be kept with the primary receptacle and handled according to the Disposition Instructions on the Cremation Authorization Form, it is recommended that any urn or container supplied to the crematory must be a minimum of 200 cubic inches.

### AFTER CREMATION HAS BEEN COMPLETED

- o Cremation is NOT a final disposition, nor is placing the cremated remains in storage at a funeral establishment. The cremation process simply reduces the decedent's body to cremated remains or bony fragments. The urn or container containing the cremated remains will be returned to you or the individual, cemetery, or funeral establishment designated on the Cremation Authorization Form.
- o If the cremated remains are not claimed- by the 121<sup>st</sup> day following the date of cremation, then Memorial shall arrange for the final disposition or dispose of the cremated remains in any manner permitted by law. Such disposition may include commingling with other cremated remains, and thereafter the cremated remains of the decedent will not be recoverable.
- o Memorial strongly suggests that you consult your funeral professional for the many options available for final disposition.

Name of Deceased: \_\_\_\_\_

**LIMITATION OF LIABILITY**

The obligations of Memorial Crematory shall be limited to the cremation of the decedent and the disposition of the decedents cremated remains as authorized on the Cremation Authorization Form. No Warranties Expressed or Implied are Made, and Damages Shall be Limited to the amount of the cremation fee.

We, the undersigned (the "Authorizing Agents") hereby authorize the cremation, processing, and disposition of the decedent listed above by Memorial ("the Crematory") in accordance with and subject to its rules and regulations, and any applicable state or local laws or regulations- I/We hereby request and authorize the Funeral Establishment listed above to take position of, make arrangements for, and deliver the decedent to the Crematory, for cremation. As the Authorizing Agents, We hereby agree to indemnify, defend, and hold harmless the Crematory and Funeral Establishment, their officers, agents, and employees, of and from any and all claims, demands, causes or causes of action, and suits of even/ kind, nature and description, in law or equity, including any legal fees, costs and expenses of litigation, arising as a result of, based upon or connected with this authorization, including failure to properly identify the Decedent or the human remains transmitted to Memorial, the processing, shipping and final disposition of the Decedent's cremated remains, the failure to take possession of or make proper arrangements for the final disposition of the cremated remains, and damage due to harmful or combustible implants, claims brought by any other person(s) claiming the right to control the disposition of the Decedent or the Decedents cremated remains, or any other action performed by the Crematory, the designated Funeral Establishment its officers, agents, or employees, pursuant to this authorization, excepting only acts of willful negligence.

Following the cremation and processing of the cremated remains, the Crematory will arrange for the return of the cremated remains to the contracted Funeral Establishment, if the Authorizing Agent(s) chooses to Ship Cremation Remains or Release to a Designated Person, the Authorizing Agent(s) hereby authorizes the Crematory or Funeral Establishment to release, deliver, transport, or ship the cremated remains as specified. The Authorizing Agent(s) is Responsible for the Disposition of the Cremated Remains and No Remains Will Be Accepted Without Instructions for Disposition. In accordance with, 2003 HB 587, Chapter 716, Sub Chapter B, Sec 716.052, Article 11. B-1&2; cremated remains not claimed by the 121<sup>st</sup> day following cremation will be disposed of. Check one of the following if applicable.

Final Disposition After the cremation has taken place, the cremated remains have been processed and placed in the designated receptacle, it is the responsibility of the authorizing agent to detail the manner of final disposition. The Crematory will arrange for the transportation or pickup of cremated remains. The Authorizing agent(s) hereby authorize the Crematory to release, deliver, transport, or ship the cremated remains specified below. The authorizing agent shall specify manner of disposition of cremated remains and name of person or entity to whom cremated remains are to be released:

\_\_\_ Cemetery \_\_\_ Private Party \_\_\_ U.S. Mail \_\_\_ Funeral Home Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

If the cremated remains have not been claimed by the authorizing agent within one hundred twenty one (121) days of the cremation, then the Crematory shall be authorized to arrange for the final disposition of the cremated remains in any manner permitted by law. If the Undersigned hereby authorized the Crematory to deliver the cremated remains by U.S. Mail, the Authorizing Agent(s) will assume all liability for any damage that may arise from any cause growing out of said delivery and to indemnify and hold the Crematory and Funeral Home harmless from any and all liability related to shipment. If cremated remains are shipped, they are to be sent only by method that has an internal tracing system available that provides a receipt signed by the person accepting the delivery. Authorizing Agent(s) are responsible for any shipping costs.

**VIEWING OR SERVICE**

\_\_\_ **Direct Cremation** \_\_\_ **ID View** \_\_\_ **Memorial Service with Cremation** \_\_\_ **Service with Cremation**

Viewing or Service Have arrangements been made by the Authorizing Agent(s) for a viewing of the Decedent or a service before cremation? ( ) Yes ( ) No. If yes, please give the date and time of the viewing or service. Date: \_\_\_\_\_ Time: \_\_\_\_\_

The cremation, processing, and disposition of the Decedent authorized herein shall be performed in accordance with the governing laws, rules, regulations, and policies of the Crematory and Funeral Establishment, and the following terms and conditions.

**ALL PACEMAKERS AND RADIOACTIVE IMPLANTS MUST BE REMOVED PRIOR TO DELIVERING DECEDENT TO MEMORIAL CREMATORY.**

*Mechanical or radioactive devices implanted in the remains of the Decedent (such as Pacemakers, etc.) may create a hazard when placed in the cremation chamber The Crematory will not accept for cremation, any remains which contain such devices. In the event the remains of the Decedent contain such device(s), I/we hereby authorize the Funeral Establishment its agents and employees, to remove said device(s) and dispose of same at their discretion.*

**ALL PERSONAL PROPERTY (JEWELRY, CLOTHING, ETC. THAT IS NOT TO BE CREMATED MUST BE REMOVED PRIOR TO DELIVERING THE DECEDENT TO MEMORIAL CREMATORY. We hereby authorize the Funeral Establishment, its agents and employees, to remove ail personal property listed:**

(List Personal Property that is to be removed by the Funeral Establishment)

**VALUABLES**

The following list describes any items of value delivered to the Crematory Establishment along with the human remains of the Decedent:

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

Name of Deceased: \_\_\_\_\_

If the legal next of kin, or if all persons of the same degree of kinship having equal priority rights to authorize cremation, are not signing below, a written explanation must be completed by the person(s) signing below as Authorizing Agent(s). Additional authorizations, if necessary, shall be attached to, and considered part of, this document. The additional authorizations may include representations that the Authorizing Agent(s) has/have made all reasonable efforts but failed to contact another person having an equal priority right to authorize cremation and believe(s) the person would not object to cremation and agree(s) to indemnify and hold harmless the Crematory Establishment and Funeral Establishment for any liability arising from performing the cremation without the person's authorization. Therefore, I/we, the undersigned, hereby certify that I am/we are the closest living next of kin of the Decedent and that I am/we are related to the Decedent as his/her \_\_\_\_\_ or that I/we otherwise serve in the capacity of \_\_\_\_\_ to the Decedent, that I/we have charge of the human remains of the Decedent and possess the full right, power and authority, according to the laws of the State of Texas, to execute this document and to arrange, control and authorize the cremation and disposition of the remains of the Decedent. I am/we are not aware of any person with a superior or equal priority right to arrange, control, or authorize the cremation and disposition of the remains of the Decedent. In addition, I am/we are aware of no objection to this cremation by any person, including any spouse, child, parent, or sibling specified above.

Additional Spaces (IF NEEDED) for **Authorizing Agent(s) Signatures** (undersigned agrees to all terms and conditions contained in the Cremation Authorization Form).

**Signature** \_\_\_\_\_  
Printed Name Relationship Date

Address \_\_\_\_\_  
Street City State/Zip

Signature \_\_\_\_\_  
Printed Name Relationship Date

Address \_\_\_\_\_  
Street City State/Zip

UTILITY URN \_\_\_\_\_ SPECIALIZED URN W/DESCRIPTION \_\_\_\_\_

REPRESENTATIONS OF FUNERAL DIRECTOR

By executing this authorization form as a licensed funeral director and/or agent/employee of the designated Funeral Establishment indicated on the Cremation Authorization Form, I warrant to the best of my knowledge the following:

- 1) Our Funeral Establishment was responsible for making arrangements with the Authorizing Agent(s) for the cremation of the decedent and that have reviewed this form with them.
- 2) That no member of our Funeral Establishment has any knowledge or information that would lead us to believe that any of the answers provided on this form, by the Authorizing Agent(s), are incorrect.
- 3) That the human remains delivered to Memorial Crematory and represented as the human remains specified on this form, are in fact the human remains that were identified to our Funeral Home as the decedent.
- 4) That our Funeral Establishment obtained all necessary permits authorizing the cremation of the decedent and that those permits are attached, or have been delivered to the crematory.
- 5) That the remains of the decedent do not contain any type of implanted mechanical or radioactive device, and is therefore safe to be cremated.
- 6) That all personal property that is not to be cremated has been removed.

\_\_\_\_\_  
Licensed Funeral Director representing Funeral Establishment License # Date