



WHO CAN SIGN THE CREMATION AUTHORIZATION FORM?

Name of Deceased: _____ **Date of Death:** _____

The Health and Safety Code provides in Section 711.002 (a) that if the decedent did not leave written instructions for the burial or disposition, nor named an agent to make such an arrangement, then there is a priority list of the persons who have a right to control the disposition of the body, in this order:

1. Appointed agent named in an approved notarized document (Please attach such document.)
2. The decedent’s surviving spouse (NOTE: a common-law spouse is not recognized legally without proper court documents.)
3. Decedent’s surviving adult children (birth children, NOT step);
4. Decedent’s surviving parents (birth parent(s);
5. Decedent’s surviving adult siblings (birth siblings, NOT step); or
6. Any adult person in the next degree of kinship in the order named, by law, to inherit the estate of the decedent.

If more than one (ie: child), our funeral home requires all equal next of kin to sign the cremation authorization form or a waiver.

COMPLETE THIS SECTION IN ITS ENTIRETY

Appointed Agent: Yes No *Name _____

Spouse: Yes No Name _____

Adult Children: Yes No How many? _____

Names: _____

Parents: Yes No Name(s) _____

Siblings: Yes No Name(s) _____

Other: (Names and Relationships)

I attest that the deceased had the above living survivors who may, by law, in the order given, control disposition.

Name Signature Date

*** NOTE: The person named by the first YES answer above is the person(s) who must sign the Cremation Authorization Form or a Waiver.**

NOTE: Falsifying a document or misrepresenting one’s self is unlawful and will be held liable in a Texas Court of Law.

If any questions, please call Lake Shore Funeral Home at 254.752.5900

AUTHORIZATION FOR CREMATION & DISPOSITION

I, THE UNDERSIGNED, DO HEREBY CERTIFY, WARRANT AND REPRESENT THAT I AM THE PERSON WHO BY LAW HAS THE PARAMOUNT RIGHT TO ARRANGE AND DIRECT THE CREMATION, PROCESSING AND DISPOSITION OF

(Name of Deceased) _____ (HEREAFTER REFERRED TO AS "THE DECEASED"), AND THAT NO OTHER PERSON(S) HAS A SUPERIOR OR EQUAL RIGHT OVER ME. I HEREBY REQUEST AND AUTHORIZE Lake Shore Funeral Home and Cremation Services (**THE FUNERAL HOME**), located at 5201 Steinbeck Bend Waco, TX 76708, T.F.S.C. License # 3578, TO TAKE POSSESSION OF AND MAKE ARRANGEMENTS FOR THE CREMATION OF THE DECEASED at Lake Shore Funeral Home and Cremation Services and Waco Crematory, located at 6400 S. IH-35 Waco, TX 76706, T.F.S.C. Crematory License # 2402.

DATE OF DEATH: _____ **TIME:** _____ AM PM

(Please select one of the following)

I AUTHORIZE THE CREMATORY TO RETURN THE CREMATED REMAINS OF THE DECEASED TO THE FUNERAL HOME.

I AUTHORIZE SHIPMENT VIA U.S. REGISTERED MAIL TO _____ ADDRESS _____

I AUTHORIZE THE CREMATORY/FUNERAL HOME TO DISPOSE OF THE CREMATED REMAINS IN ACCORDANCE TO CHAPTER 716, NOT EARLIER THAN THE 121st DAY FOLLOWING DATE OF CREMATION IF THE CREMATED REMAINS HAVE NOT BEEN CLAIMED BY THE AUTHORIZING AGENT. FURTHER, I AGREE TO PAY (\$350 DISPOSAL FEE) FOR ANY CHARGES ASSOCIATED WITH SAID DISPOSITION.

The cremation, processing and disposition of the remains of the deceased authorized herein, shall be performed in accordance with all governing laws, regulations, and policies of the crematory and funeral home and the following terms and conditions. Human remains must be placed in a cremation container made of combustible materials which provides a complete covering of the body, is resistant to leakage or spillage, is rigid for each handling, and protects the health and safety of crematory personnel. If a casket is used, the crematory is authorized to remove and dispose of handles, ornaments, and any other non-combustible items attached to the casket or cremation container prior to cremation. In the event the remains of the deceased are received by the crematory in a casket, or other container made of non-combustible material, I authorize the crematory to dispose of any non-combustible casket in any lawful manner it deems appropriate.

PACEMAKERS MAY CREATE A HAZARD WHEN PLACED IN A CREMATION CHAMBER. THE CREMATORY WILL NOT CREMATE ANY HUMAN REMAINS THAT CONTAIN ANY TYPE OF IMPLANTED MECHANICAL OR RADIOACTIVE DEVICE. IN THE EVENT THE REMAINS OF THE DECEASED CONTAIN SUCH A DEVICE, I HEREBY AUTHORIZE THE FUNERAL HOME/CREMATORY, ITS AGENTS AND EMPLOYEES, TO REMOVE ANY SUCH ITEMS AT ITS DISCRETION. I UNDERSTAND THAT FAILURE ON MY PART TO NOTIFY THE FUNERAL HOME/CREMATORY OF SUCH IMPLANT COULD RESULT IN DAMAGE TO CREMATORY WORKERS AND EQUIPMENT FOR WHICH I WILL BE HELD LIABLE.

DECEASED DOES DOES NOT CONTAIN ANY TYPE OF IMPLANTED MECHANICAL OR RADIOACTIVE DEVICE.

The cremation container containing the deceased will be placed in the cremation chamber and will totally and irreversibly be destroyed by prolonged exposure to intense heat and direct flame. I authorize the crematory to open the cremation chamber during the cremation process and reposition the remains of the deceased in order to facilitate a complete and thorough cremation. Certain items, including, but not limited to, body prostheses, dentures, dental bridgework, dental fillings, jewelry, and other personal articles accompanying the remains of the deceased, may be destroyed during the cremation process. I further authorize that if any items, other than the cremated remains are recovered from the cremation chamber, they may be separated from the cremated remains of the deceased and disposed of by the crematory. I hereby authorize the crematory to separate and remove from the cremation chamber, all non-combustible materials, including, but not limited to, hinges, latches, nails, jewelry and precious metal, and to dispose of such materials.

Following cremation, the cremated remains of the deceased, consisting primarily of bone fragments, will be mechanically pulverized to an unidentifiable consistency prior to placement in an urn or other container.

Unless an urn or container suitable for shipment is provided, the crematory will place the cremated remains in a destructible container made of plastic and covered with cardboard, and will not be held liable for any damages that might occur during shipment. In the event this container or provided urn is insufficient to accommodate all of the cremated remains, any excess cremated remains will be placed in a secondary container and returned to the funeral home, together with the primary container or urn.

I UNDERSTAND AND ACKNOWLEDGE, THAT EVEN WITH THE EXERCISE OF REASONABLE CARE, AND THE USE OF THE CREMATORY'S BEST EFFORTS, IT IS NOT POSSIBLE TO RECOVER ALL PARTICLES OF THE CREMATED REMAINS OF THE DECEASED. I UNDERSTAND THAT SOME PARTICLES MAY INADVERTENTLY BECOME COMMINGLED WITH PARTICLES OF OTHER CREMATED REMAINS REMAINING IN THE CREMATION CHAMBER AND/OR DEVICES USED TO PROCESS THE CREMATED REMAINS. I HEREBY AUTHORIZE THE CREMATORY TO DISPOSE OF SUCH PARTICLES IN ANY LAWFUL MANNER DEEMED APPROPRIATE.

I agree to indemnify and hold the crematory, the funeral home, their affiliates, agents, employees, and assigns harmless from any and all loss, damages, liability or cause of action (including attorney's fees and expenses of litigation) in connection with the cremation of cremated remains authorized herein, or my failure to correctly identify the remains of the deceased, disclose the presence of any implanted mechanical devices, or take possession of, or make permanent arrangements for, the disposition of such remains.

Texas Law Concerning Who May Authorize Cremation: PLEASE NOTE: WACO CREMATORY STRICTLY ADHERES TO THE GUIDELINES SET FORTH IN "VERNON'S TEXAS HEALTH AND SAFETY CODE" (SEC. 711.002) WHICH STATES: Disposition of Remains; Duty to Inter (a) Unless a decedent has left directions in writing for the disposition of the decedent's remains as provided in Subsection (g), the following persons, in the priority listed, have the right to control the disposition, including cremation, of the decedent's remains, shall inter the remains, and are liable for the reasonable cost of interment: (1) the person designated in a written instrument signed by the decedent; (2) the decedent's surviving spouse; (3) any one of the decedent's surviving adult children; (4) either one of the decedent's surviving parents; (5) any one of the decedent's surviving adult siblings; or (6) any adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent. NO EXCEPTIONS WILL BE GRANTED OR ALLOWED.

SIGNATURE OF PERSON AUTHORIZING CREMATION AND DISPOSITION

I warrant that all representation and statements made herein are true and correct and that I have read and understand the provisions contained in this document. As authorizing agent, I have the legal right to authorize this cremation and am not aware of any person with a superior or equal priority right; or if another person has an equal priority right, all reasonable efforts to contact that person have failed and I believe that person would not object to cremation. I agree to indemnify and hold harmless the funeral home and the crematory for any liability arising from performing the cremation without that person's authorization.

SIGNATURE _____

RELATIONSHIP _____



Brent Shehorn,
Funeral Director

TFSC License # 9927

Identification:

As authorizing agent I acknowledge that I: *(Please select one of the following)*

Viewed the deceased Date _____ Time _____

Waived the right to identification of the deceased