

CAPE FEAR CREMATORY

NOTICE: THIS IS A LEGAL DOCUMENT. IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION. THE CREMATION PROCESS IS IRREVERSIBLE AND FINAL. READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

APPLICATION FOR THE AUTHORIZATION OF THE CREMATION PROCESS AND INSTRUCTIONS FOR THE DISPOSITION OF

Name of Individual for which Cremation is being arranged ("Decedent")

Date of Birth / Date of Death / Time of Death / Age

Place of Death: _____ Hospice (Yes or No): _____

Medical Examiner's Authorization Required (Yes or No): _____ Death due to infectious disease (Yes or No): _____

Name and Signature of Individual Confirming Identity of Decedent:

Printed Name Signature

A. The undersigned, (hereinafter referred to as the "Authorizing Agent(s)") hereby certify, warrant, and represent that I/we have the full legal right and authority to authorize and arrange for the final disposition of _____ (hereinafter referred to as "Decedent"); Authorizing Agent(s) is (are) not aware of any living person who has a superior right to that of the Authorizing Agent(s) as set forth in G.S. 90-210.124; or, if there is another living person who does have a superior right to that of Authorizing Agent(s), the Authorizing Agent(s) represent that Authorizing Agent(s) has (have) made all reasonable efforts to contact such person, has (have) been unable to do so, and has (have) no reason to believe that such person would object to the cremation of the Decedent. If the Authorizing Agent(s) is/are aware of any other living person(s) with equal right to that of the Authorizing Agent(s), Authorizing Agent(s) hereby certify, warrant, and represent that Authorizing Agent(s) has (have) either disclosed the location of all living persons with equal right to that of the Authorizing Agent(s), as set forth in G.S. 90-210.124, or does (do) not know the location of any other living person with an equal right to that of Authorizing Agent(s);

Name(s) of person(s) attempted to be contacted:

B. I/We hereby authorize:

Cape Fear Crematory, Inc. 6765 Sandy Creek Road, Stedman, NC 28391

(hereinafter referred to as ("Crematory Licensee")) to take possession of Decedent's human remains and make arrangements for cremation in accordance with and subject to: (a) the terms and conditions set forth in this Authorization, (b) any applicable state or local laws, rules, and regulations; and (c) the rules and regulations of said Crematory Licensee.

C. Unless otherwise specifically approved for cremation or by the manufacturer or proper regulating agency, pacemakers or other mechanical devices may create a hazardous condition when placed in a cremation chamber. Crematory Licensee will not, therefore, cremate any human remains which contain any type of Hazardous implanted mechanical device. In the event the remains of Decedent do contain such a device, Authorizing Agent(s) hereby authorize and instruct Funeral Provider or when not applicable, Crematory Licensee, its agents and employees to remove any and all hazardous mechanical devices from Decedent prior to the cremation process. Any such removal must be carried out in accordance to the manufacturer's guidelines and any applicable law or rule.

- To the best of the knowledge of Authorizing Agent(s), the remains of Decedent:
DO (_____) DO NOT (_____) contain a pacemaker that is not approved for cremation by the pacemaker's manufacturer or proper regulating agency.
- Authorizing agent(s) certify that to the best of his/her/their knowledge, the remains of Decedent:
DO (_____) DO NOT (_____) contain any type of Hazardous Implanted Mechanical Device

D. I/We authorize Funeral Provider or if not applicable, Crematory Licensee, to return the cremated remains of Decedent according to my/our directive(s) below. I/We understand that the services and obligations of Crematory Licensee shall be fulfilled when the cremated remains of the Decedent are returned to the possession and custody of the Funeral Provider, if applicable. I/We hereby authorize Funeral Provider or if not applicable, Crematory Licensee, to arrange for the disposition of the cremated remains of Decedent as follows (complete appropriate disposition):

1. Deliver the cremated remains of Decedent to:
_____ Cemetery,
with which arrangements have already been made for the cremated remains of Decedent to be:
_____.
2. Release the cremated remains of Decedent to the following designated person(s):
Name: _____ Relationship: _____
Address: _____ Phone number: _____
Name: _____ Relationship: _____
Address: _____ Phone number: _____
Name: _____ Relationship: _____
Address: _____ Phone number: _____
Name: _____ Relationship: _____
Address: _____ Phone number: _____
Special Instructions to be followed: _____

3. Delivery of the cremated remains of Decedent to the US Postal Service for shipment via Registered, Return Receipt mail to:

whose address is:

4. Other (Describe): _____

E. If this Standard Cremation Authorization form is being executed on a **PRENEED** basis:

1. By placing his or her **initials** in the appropriate line, the Authorizing Agent indicates his or her election of said option:

_____ **I DO NOT** wish to allow any of my survivors the option of canceling my cremation and selecting alternative arrangements, regardless of whether my survivors deem such a change to be appropriate.

_____ **I DO** wish to allow only the survivors whom I have designated below the option of canceling my cremation and selecting alternative arrangements or continuing to honor my wishes for cremation and purchasing services and merchandise if they deem such a change to be appropriate.

(Names of Survivors)

2. Authorizing Agent(s) may specify in writing religious practices that conflict with Article 13 of Chapter 90 of the North Carolina General Statutes: Funeral provider and/or Crematory Licensee shall observe these religious practices except where they interfere with: (i) cremation in a licensed crematory as specified under G.S. 90-210.123 or (ii) the required documentation and record keeping.

(Religious practices which conflict with Article 13 of Chapter 90 of the North Carolina General Statutes)

Notice for Preneed Cremation Arrangements:

Per G.S. 90-210.126, "(a)ny person, on a preneed basis, may authorize the person's own cremation and final disposition of the person's cremated remains by executing, as authorizing agent, a cremation authorization form on a preneed basis and having the form signed by two witnesses."

F. If no final disposition is given, the cremated remains of Decedent will be held by Funeral provider or if not applicable, Crematory Licensee for 30 days before they are disposed of, unless the cremated remains of Decedent are received from Funeral Provider or if not applicable, Crematory Licensee prior to that time, in person, by the Authorizing Agent(s) or his/her/their designee.

G. Pursuant to G.S. 90-210.125(c), a crematory licensee shall have the legal right to cremate human remains upon the receipt of a cremation authorization form signed by an authorizing agent. There shall be no liability for a crematory licensee that cremates human remains pursuant to such authorization, or that releases or disposes of the cremated remains pursuant to such authorization, except for such Crematory Licensee's gross negligence, provided that the Crematory Licensee performs such functions in compliance with the provisions of NC General Statutes Chapter 90, Article 13F. There shall be no liability for a funeral establishment or individual licensed pursuant to G.S. 90-210.25(a2)(2) or licensee thereof that causes a crematory licensee to cremate human remains pursuant to such authorization, except for gross negligence, provided that the funeral establishment or individual licensed pursuant to G.S. 90-210.25(a2)(2) and licensee thereof and crematory license perform their respective functions in compliance with the provisions of G.S. 90-210.125.

By executing this Cremation Authorization Application Form, as Authorizing Agent(s), the undersigned warrant that all representations and statements, except for Section C if that information is unknown to Authorizing Agent(s), contained on this form are true and correct, that these statements were made to induce Crematory Licensee to cremate the human remains of Decedent, and that the undersigned have read and understand the provisions on this form.

Witnesses

Two (2) witnesses are required if this Standard Cremation Authorization Form was executed on a preneed basis. Witnesses are not required by law if this Standard Cremation Authorization form was executed on an at-need basis. However, some funeral providers and/or crematory licensees may require two (2) witnesses if this Standard Cremation Authorization form was not signed by the authorizing agent(s) in the presence of a funeral director/funeral service licensee or a crematory licensee representative.

_____	_____
Witness Signature	Witness Signature
_____	_____
Witness Printed Name	Witness Printed Name
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____ / _____	_____ / _____
Date of Signature / Time of Signature	Date of Signature / Time of Signature

Notary

A notary is not required by law. However, some funeral providers and/or crematory licensees may require a notary if this Standard Cremation Authorization Form was not signed by the authorizing agent(s) in the presence of a funeral director/funeral service licensee or a crematory licensee representative.

STATE OF _____, COUNTY OF _____

I certify that _____ personally appeared before me this day, acknowledging to me that he or she signed the foregoing Standard Cremation Authorization Form.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____.

SEAL

_____ All authorizing agents please initial that you received page 6, Representations of Crematory Licensee

REPRESENTATIONS OF CREMATORY LICENSEE

A. The Authorizing Agent(s) understand(s) that after this Standard Cremation Authorization form is executed, Authorizing Agent(s) can only revoke the authorization and instruct Funeral Provider and/or Crematory Licensee to cancel the cremation and to release or deliver Decedent's remains to another funeral provider and/or crematory licensee by providing such instructions to Crematory Licensee in writing prior to the commencement of the Disposition. Crematory licensee shall honor these instructions provided that it receives such instructions prior to commencement of the cremation of Decedent's human remains.

B. Unless specifically permitted by G.S. 90-210.129(h), Disposition will be performed individually. Due to the nature of Disposition, valuable materials may not be recoverable. In the event that there are such valuable items I/we wish to retain, it is my/our responsibility to remove them or have them removed from Decedent's remains **prior** to Disposition. Body prosthesis, dental bridgework, or dental fillings within Decedent's remains may either be destroyed or may not be recoverable. Accordingly, Authorizing Agent(s) represent and warrant to Crematory Licensee that such materials have been removed from Decedent's remains or, if not, that they may be removed from Decedent's remains and disposed of by Crematory Licensee or may be destroyed by Disposition.

C. Cremation begins with the placement of the cremation container into the cremation chamber where it is subject to intense heat and flame reaching temperatures of 1400 to 1800 degrees Fahrenheit. Following a cooling period, the cremated remains are then swept or raked from the cremation chamber. Cremated remains, depending on the bone structure of the decedent, will weigh approximately 4 to 8 pounds, and are usually white in color, but can be other colors due to temperature variations and other factors.

D. Cremated remains consist primarily of bone fragments, which are processed or pulverized to permit their placement in an initial container or other suitable container. I/We hereby authorize Crematory Licensee to process and or pulverize Decedent's cremated remains. Unless another container type is purchased for the cremated remains of Decedent, Crematory Licensee will place such remains in an initial container that may not be recommended for any type of shipment. In the event the capacity of the initial container is insufficient to accommodate all of the cremated remains of Decedent, a separate initial container will be used and returned to the person(s) designated in Paragraph E of this Authorization.

E. Even with the exercise of reasonable care and the use of Crematory Licensee's best efforts, it is not possible to recover all particles of the cremated remains of Decedent; some particles may inadvertently become commingled with particles of other cremated remains remaining in the cremation chamber and/or other devices utilized to process (pulverize) the cremated remains. I/We hereby authorize Crematory Licensee to dispose of any such residual particles in any lawful manner it deems appropriate.

F. Crematory Licensee reserves the right to reject a cremation container not suitable for Disposition. Remains received in an unsuitable cremation container may be removed prior to Disposition and placed in a suitable container; and Crematory Licensee reserves the right to make disposition of such noncombustible container(s) at its sole discretion. Crematory Licensee is authorized to remove and discard handles or any other items attached to the cremation container which may cause damage to the cremation chamber.