

AUTHORITY TO CREMATE
Horizon Funeral Care, LLC
Mesa, Arizona

The undersigned (hereinafter referred to as the "Authorizing Agent(s)") hereby certifies that he/she is the legal custodian(s) of the herein named Deceased (hereinafter referred to as the "Deceased"), having full legal authority to authorize the cremation and processing of the cremated remains of the Deceased and hereby requests and authorizes **Horizon Funeral Care, LLC** (hereinafter referred to as the "Company") to take possession of and make arrangements for the cremation and processing of the remains of:

Name: _____

Address: _____

Date of Death: _____ Place of Death: _____ in accordance with and subject to: (a) the

terms and conditions set forth in this Authorization, (b) the **Company's** rules and regulations, and (c) any applicable state or local laws, rules or regulations.

- A. The remains of the **Deceased will not** be accepted for cremation unless they are recieved in a leak resistant, rigid cremation container. The **Company** reserves the right to accept or reject a cremation container constructed of non-combustible materials. The **Company** is authorized to remove and discard handles or any other items attached to the Cremation container that may cause damage to the cremation chamber.
- B. The **Authorizing Agent(s)** understands that due to the nature of the cremation process certain materials, including body prostheses, dental bridgework, dental fillings, or personal articles accompanying the remains will either be destroyed or will not be recoverable, nor will they be returned-unless requested by the family.
- C. Any devices implanted in the **Deceased** may create a hazardous condition when placed in a cremation chamber. The **Company** will not, therefore, cremate any human remains that conatain any type of implanted devices. **The Authorizing Agent(s) certifies that the remains of the Deceased () do () do not contain any type of implanted device.** In the event the remains of the **Deceased** do contain such a device, the **Authorizing Agent(s)** hereby authorizes and instructs the **Company**, its agents and employees to secure the removal of any and all devices from the remains prior to commencement of the cremation process. The **Authorizing Agent(s)** also agrees to indemnify the **Company**, its affiliates, and their agents and employees against loss from any and all claims, demands or damages which may be made or declared against it or them by reason of the failure of the **Authorizing Agent(s)** to timely disclose the existence of such implanted device(s). The following describes all existing devices including **all** devices that have been implanted in or attached to the **Deceased** to be removed from the remains of the **Deceased** and disposed of as instructed.

DEVICE: _____ **METHOD OF DISPOSITION:** Recycled (unless otherwise noted)

If no instruction for disposition of a device is given herein, the **Company** is authorized to dispose of such device after a 14-day period at its sole discretion and will become property of the **Company**.

- D. **Cremated remains consist primarily of bone fragments. The Authorizing Agent(s) understands that even with the exercise of reasonable care and the use of its best efforts, the Company may not be able to recover all the particles of the cremated remains of the deceased.**
- E. The obligation of the **Company** shall be limited to the cremation of the remains of the **Deceased**. The **Authorizing Agent(s)** agrees to release and hold the **Company**, its affiliates and theri agents, employees and assigns harmless from any and all losses, damages, liability or cause of action (including attorney's fees and expenses of litigation) in connection with the cremation as authorized herein or the failure of the **Authorizing Agent(s)** to identify properly the remains of the **Deceased**. Containers are closed at the mortuary. Any personal belongings left with the deceased will be cremated as directed by the funeral home. No warranties expressed or implied are made and damages shall be limited to the refund of the cremation fee paid hereunder.
- F. A Crematory Authority may dispose of the cremated or processed remains in any legal manner agreed to by the **Authorizing Agent(s)**. If the **Authorizing Agent(s)** agrees to take possession but does not take possession of the remains within thirty days after cremation or on an agreed upon date, the **Company** shall send written notice to the last known address of the **Authorizing Agent(s)** to take possession. Ninety days after the notification, the **Company** may dispose of the cremated or processed remains in any legal manner. (A.R.S. 32-1393) Disposition of Remains: Scattering by the Company
- G. The **Authorizing Agent** directs the **Company** to proceed with cremation () as soon as possible. **OR** () after the date of _____.

Signature of person(s) authorizing cremation and disposition: *

Signature _____
(Authorized Agent)

Printed Name _____

Relationship to Deceased _____

Address _____
Street

City/State/Zip _____

Telephone No. _____

Witness _____
Printed Name

Signature _____
(Authorized Agent)

Printed Name _____

Relationship to Deceased _____

Address _____
Street

City/State/Zip _____

Telephone No. _____

Witness _____
Printed Name

For the Funeral Home _____
Horizon Funeral Care

Date _____

Funeral Home Name _____ Telephone No. **480-338-1497**

*Unless previously authorized by the Deceased in accordance with applicable state law, no cremation may take place without written authorization from the next of kin of the Deceased or the Deceased's legal representative. The next of kin is the person or persons described below in the following order:

- (a) SURVIVING SPOUSE
- (b) SURVIVING CHILDREN
- (c) SURVIVING PARENTS
- (d) SURVIVING BROTHERS AND SISTERS
- (e) SURVIVING ADULT GRANDCHILDREN
- (f) SURVIVING GRANDPARENTS

If the next of kin is a child, or a brother or sister, it is recommended that all children or all brothers and sisters sign.