

THIS IS A LEGAL DOCUMENT. IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION. CREMATION IS IRREVERSIBLE AND FINAL.
PLEASE READ BOTH SIDES CAREFULLY BEFORE SIGNING.

CREMATION AUTHORIZATION

IDENTIFICATION OF THE DECEDENT

Name of Decedent: _____ Date of Death: _____ Time: _____
Place of Death: _____ Sex: M ___ F ___ Age: _____ DOB: _____

2. IDENTIFICATION OF AUTHORIZING AGENT

Name of authorizing agent: _____ Telephone No.: _____
Relationship: _____
Address: _____

AUTHORIZATION: I, the undersigned (the "Authorizing Agent"), certify that I am the legal custodian of the herein Decedent, having full legal authority to authorize the cremation, processing and disposition of the Decedent and hereby authorize and request Direct Cremation Services of Virginia (hereinafter referred to as DCSV), in accordance with and subject to its rules and regulations, and applicable state or local laws or regulations, to cremate the human remains of

_____ (hereinafter referred to as the "Decedent") and to arrange for the final disposition of the cremated remains of the Decedent, as set forth in this form. **I/we are not aware of a person who has a superior priority or right nor am I aware of a person of equal priority who disagrees with authorizing the cremation.** Furthermore, I expressly authorize DCSV to affix my written signature as my agent to the printed copy of this form as final execution of this document, and I am transmitting the original of this form or sending my signature to this form electronically to DCSV in further confirmation of this authorization.

IDENTIFICATION: The Code of Virginia, §54.1-2818.1, states "No dead human body shall be cremated without visual identification of the deceased by the next-of-kin or his representative. When visual identification is not feasible, other positive identification of the deceased may be used as a prerequisite for cremation." The Authorizing Agent may perform the identification, or designate a representative to do so. By completing this form, you, or your representative, agree to perform the identification and hereby authorize DCSV to transmit electronic pictures or images of the Decedent between DCSV and the next of kin or other family members for the purpose of identification in order to comply with all legal requirements and internal procedures applicable to DCSV. The undersigned further authorizes the foregoing to forward such communications by electronic means without a secure connection or encryption, including but not limited to, by electronic mail.

REFRIGERATION: All decedents are refrigerated while in our care. The undersigned agrees to provide all necessary documents within 5 days so we may proceed with providing cremation services in a timely manner. **If all documentation is not provided within 5 days DCSV will charge for refrigeration on the 6th day at \$50 per day.**

CONTAGIOUS OR COMMUNICABLE DISEASE: To the best of my/our knowledge, Deceased did (____) did not (____) have an infectious, contagious, or communicable disease or a disease declared by the Department of Health and Environmental Control to be dangerous to the public health.

Describe: _____
PACEMAKERS, PROSTHESES, SILICON AND RADIOACTIVE IMPLANTS: Mechanical devices implanted in the Decedent may create a hazardous condition when placed in a cremation chamber. DCSV will not, therefore, cremate any human remains that contain any type of implanted mechanical device. **The authorizing agent(s) certifies the remains (____) do (____) do not contain any type of implanted mechanical device.** In the event the remains of the Decedent do contain such a device, the Authorizing Agent(s) hereby instructs DCSV, its agents or employees, to contact the appropriate persons and secure the removal of and all such mechanical devices from the remains prior to the commencement of the cremation process. **ALL PACEMAKERS AND RADIOACTIVE IMPLANTS MUST BE REMOVED.** If DCSV is not notified about such devices and implants, and not instructed to remove them, then the person(s) authorizing the cremation will be responsible for any damages caused to the crematory or crematory personnel by such devices or implants. Listed below are all implanted mechanical and radioactive devices and other items of value which DCSV is authorized to remove from the remains of the Deceased prior to cremation and dispose of as indicated:

| Description of Implanted Device or Personal Article | Disposition |
|--|-------------|
| If no instruction for disposition is given, such items may be disposed of at the discretion of DCSV. | |

FINAL DISPOSITION: After the cremation has taken place and the cremated remains placed in the designated receptacle, DCSV will hold the cremated remains complimentary for 5 days and a fee of \$50 per month may be assessed. After 120 days from date of cremation if storage has not been contracted with DCSV the undersigned understands DCSV will dispose of the cremated remains in accordance with Virginia law; this final disposition may include the commingling of the cremated remains with other cremated remains at the scattering site, and thereafter the cremated remains of the Decedent shall not be recoverable. The undersigned understands a fee of \$250 will be assessed for this service and agrees to pay such fee. **DCSV is not responsible for any loss or damage of cremated remains shipped via Registered Mail with the United States Postal Service.**

INDEMNIFICATION: As the Authorizing Agent(s), I (We) hereby agree to indemnify, defend, and hold harmless DCSV, its officers, agents and employees, of and from any and all claims, demands, causes or causes of action, and suits of every kind, nature and description, in law or equity, including without limitation, attorneys' fees, costs and expenses of litigation incurred by DCSV, its officers, agents and employees and arising as a result of, based upon or connected with the foregoing and this authorization, including without limitation the failure to properly identify the human remains of the Decedent transmitted to the crematory, the processing, shipping and final disposition of the cremated remains, the failure to take possession of or make proper arrangements for the final disposition of the cremated remains, any damage due to harmful or combustible implants and any mechanical devices, claims brought by any other person(s) claiming the right to control the disposition of the human remains of the Decedent or the Decedent's cremated remains, or any other action performed by DCSV, its officers, agents, or employees, pursuant to this authorization, excepting only acts of gross negligence.

SIGNATURE OF AUTHORIZING AGENT(S): THIS IS A LEGAL DOCUMENT. IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION. CREMATION IS IRREVERSIBLE AND FINAL. READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. By executing this Cremation Authorization Form, as Authorizing Agent(s), the undersigned warrants that all representations and statements contained on this form are true and correct, that these statements were made to induce DCSV to cremate the human remains of the Decedent, and that the undersigned have read and understand the provisions contained on this Cremation Authorization, specifically **including the terms, conditions and provisions listed below, which are an integral part hereof. If requested, the Authorizing Agent agrees to provide proof of identity, such as a driver's license or other photo id. Signature must be notarized if this form is being faxed or emailed to Direct Cremation Services of Virginia otherwise the staff of DCSV may witness if signed in their presence.**

Signature _____

Below is to be filled out by the notary when signed:

Notary Signature _____

This sworn before me on this the _____ day of _____,

My commission expires: _____

Signature _____

Address _____

Relationship _____

Phone _____

Witnessed by DCSV STAFF _____

For Internal Use: Service ID # _____ Funeral Director _____

TERMS, CONDITIONS AND PROVISIONS

POLICIES, PROCEDURES AND REQUIREMENTS: The cremation, processing and disposition of the remains of the Decedent shall be performed in accordance with all governing laws, and the policies, procedures and requirements of DCSV and the designated Crematory.

POLICIES: CREMATION WILL TAKE PLACE ONLY AFTER ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET. 1. Decedent has been placed in an appropriate cremation container, 2. Identification of the decedent by next of kin or authorized person, 3. Civil and medical authorities have issued all required permits, 4. All necessary authorizations have been obtained, in compliance with the policies set forth above, and no objections have been raised by any party to DCSV.

AUTHORIZATION POLICIES: In accordance with 18VAC65-20-436. Standards for registered crematories or funeral establishments that operate a crematory, a crematory shall require a cremation authorization form executed in person or electronically in a manner that provides a copy of an original signature of the next-of-kin or the person designated pursuant to § 54.1-2825 of the Code of Virginia. The cremation authorization form shall include an attestation of visual identification of the deceased from a viewing of the remains or a photograph signed by the person making the identification. The identification attestation shall either be given on the cremation authorization form or on an identification form attached to the cremation authorization form.

CASKETS/CONTAINERS: DCSV requires an alternative (cremation) container for cremation. All caskets and alternative containers must meet the following standards: 1. Be composed of materials suitable for cremation, 2. Be able to be closed to provide a complete covering for the human remains, 3. Be resistant to leakage or spillage, 4. Be sufficient for handling with ease., 5. Be able to provide protection for the health and safety of DCSV and crematory personnel.

Many caskets that are comprised primarily of combustible material also contain some exterior parts, e.g., decorative handles, or rails, that are not combustible and that may cause damage to the cremation equipment. DCSV, at its sole discretion, reserves the right to remove these non-combustible materials prior to cremation and to discard them with similar materials from other cremations and other refuse in a non-recoverable manner.

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/We authorize that if any items, other than the cremated remains of the Deceased, are recovered from the cremation chamber, they may be separated from the cremated remains of the Deceased and disposed of by the Crematory, unless otherwise directed.

CREMATION PROCESS: Cremation is performed to prepare the remains of the Decedent for final disposition. It is carried out by placing the Decedent’s remains in the casket or alternative container, which is then placed into a cremation chamber or retort where they are subjected to intense heat and flame. All cremations are performed individually. During the cremation process, it may be necessary to open the cremation chamber and reposition the remains of the Decedent in order to facilitate a complete and thorough cremation. Through the use of suitable fuel, the incineration of the container and its contents is accomplished and all substances are consumed or driven off, except bone fragments (calcium compounds) and metal (including dental gold and silver and other non-human materials) as the temperature is not sufficient to consume them. Following a cooling period, the cremated remains, which will normally weigh several pounds in the case of an average size adult, are then swept or raked from the cremation chamber. Although the Crematory will take reasonable efforts to remove all of the cremated remains from the cremation chamber, it is impossible to remove all of them, as some dust and other residue from the process will be left behind. In addition, while every effort will be made to avoid commingling, inadvertent and incidental commingling of minute particles of cremated remains from the residues of previous cremations is a possibility, and the Authorizing Agent understands and accepts this fact. After the cremated remains are removed from the cremation chamber, all non-combustible material (insofar as possible) such as dental bridgework and hinges, latches, and nails from the container will be separated and removed from the human bone fragments by visible or magnetic selection. The crematory is authorized to dispose of these materials with similar materials from other cremations in a non-recoverable manner, so that only human bone fragments will remain. When the cremated remains are removed from the cremation chamber, the skeletal remains often will contain recognizable bone fragments. Unless otherwise specified, after the bone fragments have been separated from the other material, they will be mechanically pulverized. The process of crushing or grinding may cause incidental commingling of the remains with the residue from the processing of previously cremated remains. These granulated particles of unidentifiable dimensions, which are virtually unrecognizable as human remains, will then be placed into a designated container. **I/We understand that this document does not contain a complete and detailed description of every aspect of the cremation process.**

URNS/CONTAINERS: Virginia regulations governing cremation, 18VAC65-20-436. *Standards for registered crematories or funeral establishments that operate a crematory, state “Cremated remains shall be placed in a plastic bag inside a rigid container provided by the crematory or by the next-of-kin...”* Therefore, DCSV will place cremated remains in a temporary plastic container unless a designated urn or container is either purchased from DCSV or provided by the next of kin, after processing. The crematory will make a reasonable effort to put all of the cremated remains in the urn or container, with the exception of dust or other residue that may remain on the processing equipment. In the event the urn or container provided is insufficient to accommodate all of the cremated remains, the excess will be placed in a separate receptacle. The separate receptacle will be kept with the primary receptacle and handled according to the disposition instructions on the Cremation Authorization Form. DCSV requires that all urns or containers provided be appropriate for shipping or permanent storage. In the case of an adult, it is recommended that the urn or container be a minimum size of 200 cubic inches.

FINAL DISPOSITION: Cremation is not final disposition, nor is placing the cremated remains in storage at the crematory or funeral home final disposition. The cremation process simply reduces the decedent’s body to cremated remains. These cremated remains usually weigh several pounds and usually measure in excess of 200 cubic inches. DCSV requires that arrangements for final disposition be made at the time that the cremation arrangements are made and when the Cremation Authorization Form is completed. After cremation and the processing of the cremated remains has taken place, the cremains are to be

picked up by OR mailed to by registered mail OR hand delivered to Unattended Costal Scattering: Name: _____

Phone Number: _____ : Address: _____

If the final disposition of the cremated remains has not been completed within 120 days of the cremation, then DCSV shall be authorized to arrange for the final disposition of the cremated remains in any manner permitted by law. Such final disposition may include the commingling of the cremated remains with other cremated remains, and thereafter the cremated remains of the decedent will not be recoverable. A \$150 fee will be assessed. If the options selected for final disposition included scattering, then the cremated remains will not be recoverable. If scattering is performed in a common area, then the cremated remains may be commingled with particles of other cremated remains that have been previously scattered.

I/We 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, and that some particles may inadvertently become commingled with particles of other cremated remains remaining in the cremation chamber and/or other devices utilized to process the cremated remains. I/We hereby authorize the Crematory to dispose of any such residual particles in any lawful manner it deems appropriate.

LIMITATION OF LIABILITY: The obligation of DCSV shall be limited to the cremation of the decedent and the disposition of the decedent’s cremated remains as authorized on the Cremation Authorization Form. No Warranties Express or Implied are Made and Damages Shall be Limited to the Amount of the Cremation Fee Paid.

AUTHORIZATION INDEMNIFICATION: The Authorizing Agent(s) acknowledges that DCSV is relying upon the certifications of the Authorizing Agent made on this Cremation Authorization as to the authority of the Authorizing Agent to direct cremation of the human remains of the Decedent. In the event that any claim is made by any party against DCSV regarding the appropriateness of this authorization or the standing or authority of the Authorizing Agent(s) to grant such authorization, the Authorizing Agent(s), jointly and severally if more than one, hereby expressly agrees to indemnify, defend and save DCSV harmless from all liability and expense, including without limitation, its reasonable attorneys’ fees, costs and administrative expenses resulting from such claim, regardless of whether litigation is initiated or a complaint is made to any regulatory authority.



Authorizing Agents Initials _____