

Larkin Cremation Society

2350 East 1300 South
Salt Lake City, Utah 84108

Case Number: _____

Authority to Cremate & Direction for Disposition of Remains

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. CREMATION IS AN IRREVERSIBLE AND FINAL PROCESS. IF YOU DO NOT UNDERSTAND THE MEANING OF ANY PARAGRAPH, PLEASE ASK TO HAVE IT EXPLAINED TO YOU. THIS AUTHORIZATION FORM MUST BE COMPLETED AND SIGNED PRIOR TO CREMATION. (PRINT all information except signatures.)

This Authorization is not a contract for cremation services or products. A separate contract or contracts will be required to purchase the services or products by Larkin Cremation Society (hereinafter referred to as the "Company").

Initial Below: As the Authorized Agent, I have had made available to me a complete description of the Company's practices for cremation and/or disposition of cremated remains. The Company is authorized to perform the cremation upon receipt of the human remains, at its discretion and according to its own time schedule as work permits, without obtaining any further authorization or instructions.

Subject to the Cremation Rules, Regulations and Procedures of the Company, or its duly authorized representative, the Company is hereby authorized and directed to take possession of and is directed to cremate, or cause to be cremated, the remains of:

1. IDENTIFICATION OF THE DECEDENT

****BECAUSE CREMATION IS IRREVERSIBLE, IDENTIFICATION OF THE DECEDENT IS REQUIRED****

The Authorized Agent has viewed the remains to be cremated and has positively identified them as the body of the Decedent.

Signature Of Authorized Agent

Date

2. AUTHORITY OF AUTHORIZED AGENT

AUTHORIZED AGENT PRIORITY LIST OF THOSE WHO CAN AUTHORIZE A CREMATION AS PROVIDED BY UTAH LAW IN ORDER OF PRIORITY:

1. The Decedent may authorize his or her own cremation by providing written cremation directions, which include the name and address of the Decedent, the date the written directions were prepared and signed, the signature of the Decedent and the signatures of at least two unrelated individuals who witnessed the signing of the form. The written directions may also be included in a will of the Decedent.
2. The Decedent during his or her lifetime may sign a written instrument which designates a person to arrange the cremation of the Decedent's remains. The written instrument must contain the name and address of the Decedent, the name and address of the person designated to arrange the cremation, the date the written instrument was prepared and signed, the signature of the Decedent and the signatures of at least two unrelated individuals who witnessed the signing of the form by the Decedent.
3. The surviving, legally recognized spouse of the Decedent.
4. The surviving child or the majority of the surviving children of the Decedent over the age of 18.
5. The unanimous consent of the surviving parent, parents or lawful custodian of the Decedent.
6. The person or persons in the degree of succession under Utah Title 75, Chapter 2, intestate succession and wills.
7. Any public official charged with arranging the disposition of deceased persons.
8. A person or persons whom the funeral service director reasonably believes is entitled to control the disposition.
9. In the absence of any persons under Sections 1 through 8 above, any person willing to assume the right and duty to control the disposition.

Initial ONE of the following:

As Authorized Agent, I represent that I have the right to authorize the cremation of the Decedent, and I am initialing one of the following three statements accordingly based upon no. _____ above:

_____ I certify that there is no other living person who has a superior right to act as the Authorized Agent.

_____ There is another living person(s) listed below who has a superior or equal right to act as Authorized Agent. That person(s) has provided me written permission to serve as Authorized Agent. I have attached a copy of that writing.

_____ There is another living person(s)* listed below who has a superior or equal right to act as Authorized Agent. I have made all reasonable attempts to contact that person(s) but have been unable to do so. I have no reason to believe that such person(s) would object to the cremation of the Decedent's remains.

* Name(s) of Other Persons: _____

3. IMPLANTS, PACEMAKERS AND PROSTHESES

Initial ONE of the following:

Mechanical or metallic devices such as a pacemaker, silicone implants or radioactive devices in the Decedent may create a hazardous condition when placed in a cremation chamber.

_____ The remains of Decedent do NOT contain any such devices.

_____ As Authorized Agent, I instruct Company to remove each such device described below and to charge for its services in making or arranging for such removal prior to cremation. Company may dispose of all such devices.

Devices listed to be removed by authority of Authorized Agent: _____

4. PERSONAL PROPERTY

All personal property and effects delivered with the remains of the Decedent to Company, including jewelry, clothing, hair pieces, dental work, eyeglasses and items of clothing, will be destroyed in the cremation process or otherwise discarded by Company in its sole discretion unless specific instructions for delivery to Authorized Agent are given below.

Items to be delivered to Authorized Agent: _____

5. VIEWING, FUNERAL SERVICES, WITNESSES

6. DISPOSITION OF CREMATED REMAINS

CREMATION CONTAINERS/CASKET: A metal casket or a casket constructed of an unapproved substance cannot be used for cremation. Remains in a nonsuitable casket will be removed prior to cremation and the remains will be placed in an acceptable cremation container, and the nonsuitable casket will be disposed of by the Company. This container/casket will be cremated during the cremation process. A rental outer shell is a reusable casket into which a cardboard container containing the human remains is placed. The cardboard container is removed from the rental outer shell prior to cremation. The Company is authorized to reuse the rental outer shell, and it is acknowledged that the rental outer shell may have been previously used. A cardboard container is made of cardboard of suitable strength to hold human remains for the cremation. Many caskets that are comprised primarily of combustible materials also contain some exterior parts (e.g., decorative handles or rails) that are not combustible and that may cause damage to the cremation equipment. Environmental authorities may not allow the combustion of any plastic materials. The Company, at its sole discretion, reserves the right to remove these materials, whether combustible or not, prior to cremation and to discard them with similar materials from other cremations and other refuse in a non-recoverable manner. The Company is authorized to inspect the casket or alternative container, including opening it if necessary; in the event there is leakage or damage, the Company may contact the Authorized Agent directly for instructions.

A. URN OR CONTAINER FOR CREMATED REMAINS: After the cremated remains have been processed, they will be placed in the designated urn or container. The Company 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. Company requires that all urns provided be resistant to deterioration and breakage and an adult urn must be a minimum size of 200 cubic inches. In the event the urn or other container selected 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 this form. Unless a suitable urn is provided for the cremated remains, Company will place the cremated remains in a container designed for short-term use. The Authorized Agent will be contacted for instructions.

Urn(s) Selected:

B. OUTER BURIAL CONTAINER. Cremated remains may be interred/inniched in a grave, niche, or columbarium.

C. SCATTERING OF CREMATED REMAINS: I understand that after placement of cremated remains within a scattering area in any cemetery, the Decedent's remains are non-recoverable and are commingled with other human remains.

D. RESPONSIBILITY FOR DISPOSITION OF CREMATED REMAINS: As the Authorized Agent, I am responsible for the final disposition of the cremated remains. In the event the cremated remains have not been permanently interred or picked up by me or my Designated Representative (as identified below) within 30 days from the date of cremation, the Company is authorized to dispose of the cremated remains in a common place, including commingling of said remains with other human cremated remains. I understand that after such disposition the Decedent's remains are non-recoverable. The Authorized Agent will be responsible for reimbursing the company for all reasonable expenses incurred in the storage and disposing of the cremated remains.

E. RELEASE OF CREMATED REMAINS TO AUTHORIZED AGENT OR DESIGNATED REPRESENTATIVE: If the cremated remains are to be released to the Authorized Agent or the Designated Representative of the Authorized Agent, said person will provide his or her driver's license and photo identification and sign Company's Receipt of Cremated Remains and Release of Liability at the time of receipt. The Designated Representative shall be _____, Phone No. _____. The Designated Representative shall receive the cremated remains at _____.

F. MAILING OF CREMATED REMAINS. In the event the Authorized Agent desires to forward the cremated remains by US mail or some other form of delivery to an individual other than a funeral home or cemetery, the Authorized Agent is responsible for the mailing or delivery of the cremated remains.

7. AUTHORIZATION TO CREMATE AND PROCESS REMAINS

Initial Below: As Authorized Agent, I have read and understand the description of the cremation process contained in Cremation Rules, Regulations and _____ Procedures of Company and authorize the cremation and processing of the remains of Decedent.

8. CERTIFICATION AND INDEMNIFICATION

The Authorized Agent acknowledges that the Company is relying upon the representations being made by the Authorized Agent in this authorization. The Authorized Agent certifies that all of the information and statements contained in the Authorization are accurate and no omissions of any material fact have been made. The Authorized Agent agrees to indemnify and hold harmless the Company, the officers, directors, employees and agents from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever including, but not limited to, any legal fees arising out of or resulting from the Company's reliance on or performance consistent with the directions, statements, representations and agreements contained in the Authorization.

DATED this _____ day of _____, 20_____.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Driver's License Number: _____

Driver's License Number: _____

Basis for authority from paragraph 2: _____

Basis for authority from paragraph 2: _____

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

LARKIN CREMATION SOCIETY

Signature: _____

Date: _____