

# AUTHORIZATION FOR CREMATION AND DISPOSITION - STATE OF OREGON

Heritage Memorial ~ 6705 SE 14th Avenue, Portland, Oregon 97202 (503) 231-1400

Notice: This is a legal document. It contains important provisions concerning cremation. Cremation is an irreversible and final process. Read this entire document carefully before signing.

I, \_\_\_\_\_ hereby authorize and direct Heritage Memorial, hereafter "MORTUARY" and MORTUARY'S Crematory Service Provider, hereafter "CREMATORY", or other licensed crematory service provider that may be contracted by MORTUARY, subject to its terms and conditions (see below), to provide cremation services in accordance with all applicable laws, rules and regulations, the remains of:

\_\_\_\_\_  
(Name of Decedent)

\_\_\_\_\_  
(Male / Female)

\_\_\_\_\_  
(Date of Death)

\_\_\_\_\_  
(State ID Tag #)

My relationship to the above named Decedent is that of \_\_\_\_\_  
(Relationship to Decedent of person giving such authorization)

Upon my oath, and under penalty of perjury, I hereby swear and affirm that there is no other person having a prior right to give this authorization per Oregon Revised Statute 97.130 (see below) and to control the remains of the above named Decedent except \_\_\_\_\_ (*NONE, if not filled in*) who has delegated me the authority to sign this authorization and act on their behalf. By signing this authorization I further agree to release and hold the MORTUARY and the CREMATORY or contracted crematory, its affiliates and their agents, employees and assigns, harmless from any and all loss, damages, liability or causes of action (including attorneys fees and expenses of litigation) in connection with the cremation authorization and disposition of the cremated remains as authorized herein or the failure to identify properly the remains of the Decedent or take possession of or make permanent arrangements for the disposition of such cremated remains of the Decedent. In addition, I further agree to unconditionally and fully indemnify MORTUARY and CREMATORY or contracted crematory, its affiliates, agents, employees and assigns from any and all actions (including legal fees and litigation expense) against MORTUARY and CREMATORY which may arise from the result of my authorization to MORTUARY and CREMATORY to proceed with cremation arrangements as described herein.

## OREGON REVISED STATUTE 97.130 (Abbreviated)

**97.130 Right to control disposition of remains; delegation.** (1) Any individual of sound mind who is 18 years of age or older, by completion of a written signed instrument or by preparing or prearranging with any funeral service practitioner licensed under ORS chapter 692, may direct any lawful manner of disposition of the individual's remains. Except as provided under subsection (6) of this section, disposition directions or disposition prearrangements that are prepaid or that are filed with a funeral service practitioner licensed under ORS chapter 692 shall not be subject to cancellation or substantial revision. (2) A person within the first applicable listed class among the following listed classes that is available at the time of death or, in the absence of actual notice of a contrary direction by the decedent as described under subsection (1) of this section or actual notice of opposition by completion of a written instrument by a member of the same class or a member of a prior class, may direct any lawful manner of disposition of a decedent's remains by completion of a written instrument:

- (a) The spouse of the decedent.
- (b) A son or daughter of the decedent 18 years of age or older.
- (c) Either parent of the decedent.
- (d) A brother or sister of the decedent 18 years of age or older.
- (e) A guardian of the decedent at the time of death.
- (f) A person in the next degree of kindred of the decedent.
- (g) The personal representative of the estate of the decedent.
- (h) The person nominated as the personal representative of the decedent in the decedent's last will.
- (i) A public health officer.

(3) The decedent or any person authorized in subsection (2) of this section to direct the manner of disposition of the decedent's remains may delegate such authority to any person 18 years of age or older. Such delegation shall be made by completion of the written instrument described in subsection (7) of this section. The person to who the authority is delegated shall have the same authority under subsection (2) of this section as the person delegating the authority. (4) If the decedent or the decedent's designee issues more than one authorization or direction for the disposal of the decedent's remains, only the most recent authorization or direction shall be binding.

## DISPOSITION OF THE CREMATED REMAINS

I hereby authorize the Cremated remains of the Decedent to be placed in the following urn selection: \_\_\_\_\_

I hereby authorize the Disposition/Release of the cremated remains of the Decedent as follows:

- Common Scattering at sea (at or near the Ocean Buoy from Depoe Bay, OR)  
This service is arranged by MORTUARY monthly, as seas permitting - No family are allowed on vessel at time of scattering.
- Release cremated remains to the following family member or authorized designee: \_\_\_\_\_
- Deliver to: \_\_\_\_\_
- \*Ship via Registered Mail to: \_\_\_\_\_  
\*In the event of shipment by the U.S. Postal Service or other designated common carrier, I release the MORTUARY and CREMATORY or its agents from any and all responsibility for any loss by such carrier.
- Other Disposition or Directions: \_\_\_\_\_

## DISCLOSURES, TERMS AND CONDITIONS

1.  Yes  No Does the Decedent have a heart pacemaker or any other type of implanted mechanical or radioactive devices? Such devices may create a hazard when cremated. The CREMATORY will not cremate any Decedent, which contains any type of devices. In the event the Decedent contains such devices, I/we hereby authorize MORTUARY and/or CREMATORY to remove any such devices from the Decedent prior to cremation, and dispose of such devices at its discretion.
2. For sanitation purposes, it is the policy of CREMATORY, that a rigid container be used for the Decedent for the cremation process. (A cardboard alternative container will meet this requirement).
3. Personal items on the Decedent that are to be returned to the family prior to cremation: \_\_\_\_\_ All items including, but not limited to, body prosthesis (hip joints, surgical pins, etc.) bridgework, dentures, gold caps, gold inlays, fillings or other noncombustible items, and jewelry or similar items, cremated with the deceased will lose their identity. Any such items remaining with the cremated remains will be separated and disposed of by the CREMATORY.
4. I have reviewed and understand the disclosure of the Cremation Process as printed on the back of this form.
5. The person authorizing the cremation does hereby acknowledge and agree to the following: It is the responsibility of the person who has the right to control the disposition of the cremated remains to make permanent arrangements with the MORTUARY. In the event the instructions are to release the cremated remains to the person designated on the Authorization for Cremation and Disposition form and that person does not take receipt of the cremated remains within a two week period, the cremated remains will be placed in temporary storage at our cemetery. There will be a \$295 initial fee for the temporary storage and annual fees of \$295 each and every year thereafter. The person authorizing will be invoiced and agrees to pay such temporary storage fees. In the event permanent memorialization is purchased at our cemetery the initial \$295 charged shall be credited to such purchase.  
**X** \_\_\_\_\_ Acceptance Initials
6. In the event the urn or container is insufficient to accommodate all of the cremated remains of the Decedent, any excess cremated remains will be placed in a secondary temporary cardboard container and returned together with the primary urn or container.
7. The obligation of the MORTUARY and the CREMATORY is limited to the cremation of the Decedent and the disposition of the cremated remains as directed herein. No warranties, expressed or implied are made and any damage shall be limited to a refund of the fee paid hereunder.
8. The authorizing agent  HAS  HAS NOT authorized viewing of the Decedent prior to cremation, and the CREMATORY is authorized to proceed with cremation upon receipt of the remains and all applicable documents.

By executing this form, the undersigned warrant(s) that all representations and statements contained in this form are true and correct, that these statements are being relied on by the MORTUARY and the CREMATORY and that the undersigned has/have read and understand the provisions of this form.

Signature- **X** \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_

Funeral Home Representative Signature \_\_\_\_\_ Funeral Home Representative Printed Name \_\_\_\_\_

# THE CREMATION PROCESS

All cremations are performed individually by placing the Deceased in a casket or other alternative container and then placing the casket or alternative container into a cremation chamber or retort, where they are subjected to intense heat and flame. Through the use of natural gas, incineration of the casket or alternative container and contents is accomplished by raising the temperature in excess of 1600-1800 degrees Fahrenheit. During this process the contents may be moved to facilitate incineration. After about 1 1/2 to 3 hours (depending on size of the deceased), all substances are consumed or driven off, except bone fragments (calcium compounds), residue from the casket or alternative container and metallic items or other non-human material as the temperature is not sufficient to consume them.

Due to the nature of the cremation process any personal possessions or valuable materials, such as dental gold or jewelry (as well as any body prostheses or dental bridgework), that are left with the Deceased and not removed from the casket or alternative container prior to cremation will be destroyed or will otherwise not be recoverable. As the casket or alternative container will usually not be opened by the crematory, arrangements must be made to remove any such possessions or valuables prior to the cremation.

Following a cooling period, the cremated remains commonly referred to as ashes, normally weighing 6-9 pounds are then swept or raked from the cremation chamber. The crematory makes a reasonable effort to remove all of the cremated remains from the cremation chamber, but it is impossible to remove all of them, as some dust and other residue from the process are always left behind. In addition, while every effort will be made to avoid commingling, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremations is a possibility. In addition, the chamber is composed of ceramic or other material, which disintegrates slightly during each cremation and the product of that disintegration is commingled with the cremated remains.

After the cremated remains are removed from the cremation chamber, the crematory will use their best efforts to remove noncombustible materials, such as buttons and snaps from clothing, bridgework, denture materials, prostheses, surgical pins, screws or other implanted noncombustible materials and materials from the casket or alternative container, such as hinges, latches, nails, etc. from the cremated remains by visible or magnetic selection and will be disposed of by the Crematory with similar materials from other cremations in a non-recoverable manner, however, any noncombustible materials not removed will be combined with the cremated remains and placed into the urn or temporary container.

When the cremated remains are removed from the cremation chamber; the skeletal remains often contain recognizable bone fragments. After the bone fragments have been separated from the other material, they will then be mechanically processed (pulverized), which includes crushing or grinding and incidental commingling of the cremated remains with the residue from the processing of previously processed cremated remains, into granulated particles of unidentifiable dimensions, virtually unrecognizable as human remains, prior to placement into the designated urn or temporary container.

## URNS / TEMPORARY CONTAINERS

After the cremated remains have been processed, they will be placed in the designated urn or temporary container. The Crematory will make a reasonable effort to place all of the cremated remains into the urn or temporary container, with the exception of dust or other residue that may remain on the processing equipment.

The Crematory requires that all adult urns provided be a minimum size of 200 cubic inches. In the event the urn or other temporary container selected or provided by the family, is insufficient to accommodate all of the cremated remains, the excess will be placed in a separate temporary container. The separate temporary container will be kept with the primary urn or temporary container and handled according to your disposition instructions.

Unless a suitable urn is provided for the cremated remains, the Crematory will place the cremated remains into a cardboard container designated for temporary use and not recommended for permanent storage or memorialization.