

CREMATION AUTHORIZATION FORM

Name of Decedent: _____ Date of Death: _____ Time of Death: _____

Place of Death: _____ Sex: _____ Age: _____ Date of Birth: _____

Pacemaker: The decedent's remains contain a pacemaker, radioactive implant or other device that would be harmful to the crematory. If device is present, I understand that device(s) will be removed prior to cremation. **Please Check one:** YES or NO

Was death caused by an infectious or contagious disease? YES or NO *If YES, please explain:* _____

Lonestar Mortuary and Cremation strictly adheres to the guidelines set forth in Texas Vernon's Code.

No exceptions will be granted or allowed. Sec. 711.002. DISPOSITION OF REMAINS; DUTY TO INTER. (a) Except as provided by Subsection (l), unless a decedent has left directions in writing for the disposition of the decedent's remains as provided in Subsection (g), the following persons, in the priority listed, have the right to control the disposition, including cremation, of the decedent's remains, shall inter the remains, and in accordance with Subsection (a-1) are liable for the reasonable cost of interment:

- (1) the person designated in a written instrument signed by the decedent;
- (2) the decedent's surviving spouse;
- (3) any one of the decedent's surviving adult children;
- (4) either one of the decedent's surviving parents;
- (5) any one of the decedent's surviving adult siblings;
- (6) any one or more of the duly qualified executors or administrators of the decedent's estate; or
- (7) any adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent.

LIMITATION OF LIABILITY

As the authorizing Agent(s), I (we) hereby agree to defend, indemnify and hold harmless Lonestar Mortuary and Cremations, 4400 Town Plaza Dr., Houston, Texas 77065, 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 any legal fees, costs and expenses of litigation, arising as a result of, based upon or connected with this authorization, including the failure to properly identify the decedent, or the human remains, transmitted to Lonestar Mortuary and Cremations, the processing, shipping and final disposition of the decedent's cremated remains the failure to take possession of or make final arrangements for the proper disposition of the cremated remains, any damage due to harmful or explodable implants claims brought by any other person(s) claiming the right to control the disposition of the decedent, or the decedent's cremated remains or any action performed by Lonestar Mortuary and Cremations, its officers, agents, or employees, pursuant to this authorization, excepting only acts of willful negligence.

SIGNATURE OF AUTHORIZING AGENT – PLEASE READ BEFORE SIGNING

This is a legal document. It contains important provisions concerning cremation. Cremation is irreversible and final. By executing this document, as Authorizing Agent(s), the undersigned warrant that all representations and statements contained on this form are true and correct; that these statements were made to induce Lonestar Mortuary and Cremations to cremate the human remains of the decedent, and that the undersigned have read and understand the provisions contained on this form.

Remains to be released in person or by mail? In Person or By USPS

Authorizing Agent must designate the person or entity to receive remains by filling in information below:

Please release the remains of _____ to _____

Address: _____ Phone: _____

**By signing this document, you understand that all cremated remains/personal property held for more than 30 days will incur daily storage fees at the expense of the Authorizing Agent unless prior arrangements are made. In addition, Cremated Remains and/or property not claimed within 120 days will be considered abandoned on day 121 and afterward, the cremated remains will be interred or scattered, and personal property will be disposed of in accordance with Texas State law, and will be done at the expense of the Authorizing Agent, no exceptions.*

Statement of Authorizing Agent:

The authorizing agent has the right to authorize the cremation of the deceased person and is not aware of any person with a superior or equal priority right; or (B) if another person has an equal priority right to authorize cremation, the authorizing agent:
(i) has made all reasonable efforts but failed to contact that person and believes the person would not object to the cremation; and
(ii) agrees to indemnify and hold harmless the funeral establishment and the crematory establishment for any liability arising from performing the cremation without the person's authorization

MANNER OF PERMANENT DISPOSITION: BURIAL SCATTERING NOT KNOWN AT TIME OF ARRANGEMENT

TIME & DATE OF SERVICE (WITH REMAINS PRESENT) OR VIEWING OF REMAINS: _____ **OR;**

NO SERVICE OR VIEWING WAS CHOSEN BY FAMILY

PLEASE CHECK ONE:

- I understand nothing will be returned except the cremated remains.
- I authorize the following items to be cremated with the deceased: _____
- The following items are to be returned: _____

Authorizing Agent Printed Name: _____

Authorizing Agent Signature: _____ **Date:** _____

Authorizing Agent Relationship to Decedent: _____

Authorizing Agent Address: _____

Authorizing Agent Phone Number: _____ **Email:** _____

(IF THERE ARE MULTIPLE AUTHORIZING AGENTS, PLEASE HAVE EACH ONE SIGN HERE. PLEASE INDICATE RELATIONSHIP TO DECEASED.)

* _____ *

Funeral Director Printed Name: _____ **License #:** _____

Funeral Director Signature: _____ **Date:** _____

Funeral Home Name and Address: _____

****FUNERAL HOME PHONE:** _____ **Email:** _____

****PLEASE CALL FUNERAL HOME PHONE NUMBER ABOVE WITH ANY QUESTIONS OR CONCERNS**